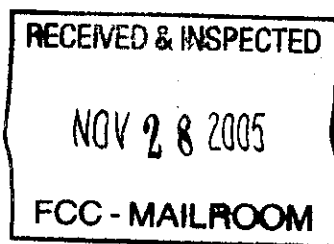


November 21, 2005



OaklandSchools

2111 Pontiac Lake Road
Waterford, MI 48328-2736

Telephone: 248.209.2000
Facsimile: 248.209.2021
<http://www.oakland.k12.mi.us>

FCC
Office of the Secretary
445 12th Street SW
Washington DC 20554

DOCKET FILE COPY ORIGINAL

Re: CC Docket No 02-6
Applicant Name: Oakland ISD
Billed Entity Number: 130981
Form 471 Application Number: 412844
Funding Request Number: 1156188

On behalf of Oakland Schools, I wish to appeal the decision made by the Schools and Libraries Division of USAC to deny Funding Request Number 1156188 (attachment A and attachment B).

The information provided in Block 5 of Form 471 Application #412844 was incorrectly entered. It was through the process of investigating for the appeal that the mistake was discovered. **The correct 470 Application Number should be 246270000298415 with an allowable contract date of 11/11/00 and a contract award date (CAD) of 12/15/00.** This is the correct 470 that corresponds with the MiCTA contract #00-1215MiCTA listed on our 471 application (see attachment C and attachment D).

A fair and competitive bidding process was conducted by MiCTA (of which Oakland Schools is a member) for the State of Michigan; and Qwest was chosen as the vendor offering the most cost-effective services at the lowest price. The services and prices referenced in Oakland Schools' Form 471 Application #412844 were aligned with the MiCTA contract awarded to Qwest as listed on our Form 471 (Attachment E).

Attachment 21 was also incorrect causing further uncertainty. The correct contract is attached (Attachment F).

I apologize for the confusion caused by having multiple people involved in the application process. While the application contained clerical errors, I can assure you the process used to secure the services was in complete compliance with E-rate program guidelines.

If you have questions, I can be reached at at:

Oakland Schools
2111 Pontiac Lake Road
Waterford MI 48329-2736
Phone: 248.209.2567
Fax: 248.209.2202
Email: sherry.kuchon@oakland.k12.mi.us

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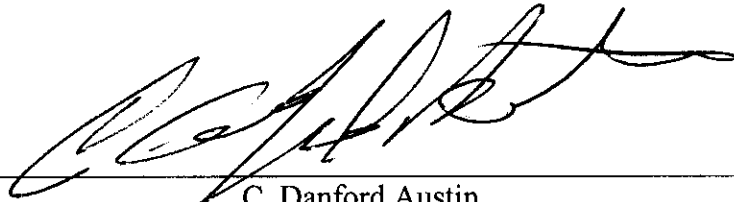
Appeal letter to FCC
November 21, 2005
Page 2

Sincerely,



Sherry M. Kuchon

Authorized signature:



C. Danford Austin
Deputy Superintendent

Enclosures; Attachment A: Funding Commitment Decision Letter
Attachment B: Appeal denial letter from SLD
Attachment C: MiCTA E-rate information
Attachment D: Draft Block 5, Form 471
Attachment E: Actual Block 5, Form 471
Attachment F: MiCTA Contract

Cc: Jeannine Hurley, Michigan e-Rate Coordinator
Michigan Department of Education
C. Danford Austin, Deputy Superintendent
Tammy Evans, Director, Technology Services



Universal Service Administrative Company

Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER

(Funding Year 2004: 07/01/2004 - 06/30/2005)

March 1, 2005

Sherry Kuchon
OAKLAND ISD
2111 PONTIAC LAKE RD
WATERFORD, MI 48328-2736

Re: Form 471 Application Number: 412844
Funding Year 2004: 07/01/2004 - 06/30/2005
Billed Entity Number: 130981
Applicant's Form Identifier: Internet7

Thank you for your Funding Year 2004 E-rate application and for any assistance you provided throughout our review. Here is the current status of the funding request(s) featured in the Funding Commitment Report at the end of this letter.

- The amount, \$214,320.00 is "Denied."

Please refer to the Funding Commitment Report on the page following this letter for specific funding request decisions and explanations.

The Important Reminders and Deadlines immediately preceding this letter are provided to assist you throughout the application process.

NEXT STEPS

- Review technology planning approval requirements
- Review CIPA Requirements
- File Form 486
- Invoice the SLD using the Form 474 (service providers) or Form 472 (Billed Entity)

FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the Funding Request Number(s) (FRNs) from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) after you file your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that provides a definition for each line of the Report.

TO APPEAL THIS DECISION:

If you wish to appeal the decision indicated in this letter, your appeal must be received by the SLD or postmarked withing 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify which Funding Commitment Decision(s) you are appealing. Indicate the relevant funding year and the date of the FCDL. Your letter of appeal must also include the Billed Entity Name, the

Form 471 Application Number, and the Billed Entity Number from the top of your letter.

3. When explaining your appeal, copy the language or text from the Funding Commitment Report that is at the heart of your appeal, to allow the SLD to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.
4. Provide an authorized signature on your letter of appeal.

If you are submitting your appeal on paper, please send your appeal to: Letter of Appeal, Schools and Libraries Division, Box 125 - Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981. Additional options for filing an appeal can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We encourage the use of either the e-mail or fax filing options.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, sent to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use either the e-mail or fax filing options.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. The SLD may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by the SLD, the applicant, or the service provider. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect erroneously disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each E-rate funding request from your application is attached to this letter. We are providing the following definitions for the items in that report.

FORM 471 APPLICATION NUMBER: The unique identifier assigned to a Form 471 application by the SLD.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each Block 5 of your Form 471 once an application has been processed. This number is used to report to applicants and service providers the status of individual funding requests submitted on a Form 471.

FUNDING STATUS: Each FRN will have one of the following definitions:

1. An FRN that is "Funded" is approved at the level that the SLD determined is appropriate for this FRN. The funding level will generally be the level requested unless the SLD determines during the application review process that some adjustment is appropriate.
2. An FRN that is "Not Funded" is one for which no funds were committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for this Funding Year was insufficient to fund all requests.
3. An FRN that is "As Yet Unfunded" reflects a temporary status that is assigned to an FRN when the SLD is uncertain at the time the letter is generated whether there will be sufficient funds to make commitments for requests for Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and a message that your Internal Connection requests are "As Yet Unfunded." You would receive one or more subsequent letters regarding the funding decision on your Internal Connections requests.

SERVICES ORDERED: The type of service ordered from the service provider, as shown on your Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on your Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on your Form 471.

SERVICE START DATE: The date services were reported to start for this FRN on your Form 471.

CONTRACT EXPIRATION DATE: The date the contract expires. This will be present only if a contract expiration date was provided on your Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a. This will be present only for "site specific" FRNs.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES: Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service approved for the funding year.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES: Annual eligible non-recurring charges approved for the funding year.

PRE-DISCOUNT AMOUNT: Amount in Form 471, Block 5, Item 23I, as determined through the application review process.

DISCOUNT PERCENTAGE APPROVED BY THE SLD: The discount rate that the SLD has approved for this service.

FUNDING COMMITMENT DECISION: This represents the total amount of funding that the SLD has reserved to reimburse your service provider for the approved discounts for this service for this funding year. It is important that you and your service provider both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry provides an explanation of the amount in the "Funding Commitment Decision."

FUNDING COMMITMENT REPORT

Form 471 Application Number: 412844
Funding Request Number: 1156188 Funding Status: Not Funded
Services Ordered: Internet Access
SPIN: 143001157 Service Provider Name: Qwest Communications Corporation
Contract Number: 00-1215MICTA
Billing Account Number: 58184227
Service Start Date: 07/01/2004
Contract Expiration Date: 03/30/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$456,000.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$456,000.00
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - Contract Violation
Funding Commitment Decision Explanation: Your explanation of the time lapse between the posting date of the referenced 470 and the contract award date (CAD) failed to assure SLD that you conducted a fair and competitive process and chose the most cost-effective offering with price the primary factor.



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2004-2005

September 29, 2005

C. Danford Austin
Oakland Schools
2111 Pontiac Lake Road
Waterford, MI 48328-2736

Re: Applicant Name: OAKLAND ISD
Billed Entity Number: 130981
Form 471 Application Number: 412844
Funding Request Number(s): 1156188
Your Correspondence Dated: April 04, 2005

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of SLD's Funding Year 2004 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 60-day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1156188
Decision on Appeal: **Denied**
Explanation:

- On appeal, you are requesting reconsideration of SLD's decision to deny this request. In support of your appeal, you have provided copies of correspondence with PIA, the correct 470# (303130000280041) and a copy of the contract with Quest. You state that the correct contract award date for the contract is August 31, 2000, the entry on the Form 471 was incorrect. The April 8, 2003 date listed on the form was the date an agreement was reached with the service provider for a voluntary renewal. This renewal took place several months prior to the expiration of the original multiple year contract. You also state that a new 470 was posted this year and a new multiple year contract for upcoming funding years was awarded.

- Review of the appeal letter and all relevant documentation indicates that you provided copies of the Quest contract with your Item 21 attachment. The contract originally provided was signed by the superintendent on March 25, 2003 and by the service provider on April 8, 2003. You have cited Form 470 application # 303130000280041 both during initial review of your Form 471 and on appeal as the establishing 470 for this service. Also, during both initial review and on appeal, you indicated that this service is covered under a multi-year agreement. Review of the contracts provided both with the Item 21 and on appeal does not support that statement. The contract terms are defined as three years, and there are no extension clauses listed, either in the contract dated April 8, 2003 or the one provided on appeal dated August 31, 2000. The district was required to post for 28 days before signing the agreement dated April 8, 2003.
- The funding request you submitted cites April 8, 2003 as the date you entered into a contract with the service provider. The allowable contract date associated with the referenced Form 470 on this funding request was January 14, 2000. Due to the time lapse between the allowable contract date and the contract award date, and that the type of services you requested must be competitively bid in each funding year, you failed to comply with the Facts competitive bidding requirements. Consequently, the SLD denies your appeal.
- Your explanation of the time lapse between the allowable contract date of the referenced FCC Form 470 and the contract award date failed to assure the SLD that you conducted a fair and competitive bidding process and chose the most cost-effective offering with price being the primary factor. FCC rules require that, except under limited circumstances, applicants must file with SLD, for posting to its web site, a new FCC Form 470 requesting services and that applicants carefully consider all bids received before selecting a vendor, entering into an agreement or signing a contract, and signing and submitting a Form 471. 47 C.F.R. §§ 54.504(a) and (b), 54.511(a) and (c). These competitive bidding requirements help ensure that applicants receive the lowest pre-discount price from vendors. *See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Order on Reconsideration*, 12 FCC Rcd 10095, p. 10098, FCC 97-246, ¶ 9 (rel. Jul. 10, 1997). This posting requirement applies to requests for discounts for month-to-month or tariff services as well as contracted services. 47 C.F.R. § 54.504 (b). Pursuant to the Commission's rules, voluntary contract extensions are not exempt from the competitive bidding requirement. 47 C.F.R. § 54.511 (d)(1).

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either the SLD or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure"

posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

MiCTAMICHIGAN
TELECOMMUNICATIONS
ASSOCIATIONPMB #304 2020 S. Mission Mt. Pleasant, MI 48858 (888) 870-8677 Fax: (989) 772-3239 info@mictaservice.com[Home](#) | [About Us](#) | [Programs & Services](#) | [Communications](#) | [Contact Us](#) |

Telecommunications and Internet Services Information

Vendor: Qwest
Service: Internet Access

Note: The following information is provided to assist members with Form 471 information. The information is believed to be accurate, but members are encouraged to verify all information supplied before submitting official forms.

VENDOR PROGRAM DATA	CORRESPONDING 471 BLOCK 5 FIELD
Category of Service: Internet	Field 11
Form 470 App Number: Call MiCTA Office	Field 12
SPIN : 143 001 157	Field 13
Service Provider Name: Qwest	Field 14
Contract Number: 00-1215MiCTA	Field 15
Billing Account Number: Use your school's billing information, e.g., billed telephone number	Field 16
Allowable Contract Date: 11/11/00	Field 17
Contract Award Date: 12/15/00	Field 18
Service Start Date: Use the start date appearing on your agreement with the vendor	Field 19a
Service End Date: Use the end date appearing on your agreement with the vendor	Field 19b
Contract Expiration Date: 12/14/05	Field 20

[More about USF Program Year 4, 5 and 6 Filing](#)

For program details, information and pricing from this vendor:

PW MEMBER OFFER

[BACK](#)

Key Relationships

- **MiCTA**
- **ATAlliance**

What's New

MiCTA to Exhibit at HIMMS
Annual Conference Feb. 9-13 in
San Diego, CA
[Click here for full story](#)

Events Calendar

MiCTA Spring 2003
Conference to be held at
Soaring Eagle Casino &
Resort in Mt. Pleasant, MI

Schools and Libraries Universal Service Program

Services Ordered and Certification Form 471

Application Display

[Refresh Page](#)
[Close Print Preview](#)

Block 1: Billed Entity Information

Applicant's Form Identifier: Internet7

471 Application Number: 412844

Funding Year: 07/01/2004 - 06/30/2005 **Billed Entity Number:** 130981

Cert. Postmark Date:
Form Status: INCOMPLETE

RAL Date:
Out of Window Letter Date:
Name: OAKLAND ISD

Address: 2111 PONTIAC LAKE RD

City: WATERFORD **State:** MI **Zip:** 48328 2736

Phone: 248-209-2000 **Ext:**
Fax: 248-209-2206

E-mail:
Contact Name: Sherry Kuchon

Address: 2111 PONTIAC LAKE RD

City: WATERFORD **State:** MI **Zip:** 48328 2736

Contact Phone: 248-209-2000 **Ext:** 2567

Contact Fax: 248-209-2206 **Ext:**
E-mail: sherry.kuchon@oakland.k12.mi.us

Contact Mode: PHONE

Alternate Contact Info.: Jim Graham 248.209.2077 or jim.graham@oakland.k12.mi.us

Type of Application: CONSORTIUM

Ineligible Orgs: N

Block 3: Impact of Services Ordered in THIS Application

Number of students to be served: 200000

Number of library patrons to be served:

SERVICE DESCRIPTION	BEFORE ORDER	AFTER ORDER
a. (Schools/districts/consortia only) Telephone service: How many classrooms had phone service before and after your order?	0	0
b. High-bandwidth voice/data/video service: How many buildings served before and after your order?	300	300
c. High-bandwidth voice/data/video service: Highest speed to a building before and after your order?	ATM	ATM
d. Dial-up Internet connections: How many before and after your order?	0	0
e. Dial-up Internet connections: Highest speed before and after your order?	0	0
f. Direct connections to the Internet: How many before and after your order?	1	1
g. Direct connections to the Internet: Highest speed before and after your order?	OC3	OC3
h. Internet access(for schools): How many rooms have Internet access before and after your order?	1000	1000
i. Internet access (for libraries): How many buildings have Internet access before	0	0

7. Discount: 40% 8. Weighted Product: 102.8

1. School Name: OXFORD MIDDLE SCHOOL

2. Entity Number: 55628 3. Rural/Urban: Urban

4. Student Count: 959 5. NSLP Students: 122 6. NSLP Students/Students: 12.721%

7. Discount: 40% 8. Weighted Product: 383.6

1. School Name: OXFORD SENIOR HIGH SCHOOL

2. Entity Number: 55629 3. Rural/Urban: Urban

4. Student Count: 1142 5. NSLP Students: 87 6. NSLP Students/Students: 7.618%

7. Discount: 40% 8. Weighted Product: 456.8

Block 5: Discount Funding Request(s)

FRN: 1156188 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 303130000280041
13. SPIN: 143001157	14. Service Provider Name: Qwest Communications Corporation
15. Contract Number: 00-1215MICTA	16. Billing Account Number: 58184227
17. Allowable Contract Date: 01/14/2000	18. Contract Award Date: 12/15/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 12/14/2005	
21. Attachment #: QWInternet7	22. Block 4 Worksheet No.: 572309
23a. Monthly Charges: \$38,000.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$38,000.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$456,000.00	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$456,000.00	
23j. % discount (from Block 4): 47	
23k. Funding Commitment Request (23i x 23j): \$214,320.00	

Block 6: Certifications and Signature

24a. Schools: Y

24b. Libraries or Library Consortia: N

26a. Individual Technology Plan: Y

26b. Higher-Level Technology Plan(s): N

26c. No Technology Plan Needed:

27a. Approved Technology Plan(s): Y

27b. State Approved Technology Plan: N

27c. No Technology Plan Needed:

Schools and Libraries Universal Service Program Services Ordered and Certification Form 471 Application Display

Block 1: Billed Entity Information

Applicant's Form Identifier: Internet7

471 Application Number: 412844

Cert. Postmark Date: 02/02/2004

Out of Window Letter Date: Not applicable

Funding Year: 07/01/2004 - 06/30/2005

Form Status: CERTIFIED - In Window

Billed Entity Number: 130981

RAL Date: 02/10/2004

Name: OAKLAND ISD

Address: 2111 PONTIAC LAKE RD

City: WATERFORD **State:** MI **Zip:** 48328 2736

Phone: 248-209-2000 **Ext:**

Fax: 248-209-2206

E-mail:

Contact Name: Sherry Kuchon

Address: 2111 PONTIAC LAKE RD

City: WATERFORD **State:** MI **Zip:** 48328 2736

Contact Phone: 248-209-2000 **Ext:** 2567

Contact Fax: 248-209-2206 **Ext:**

E-mail: sherry.kuchon@oakland.k12.mi.us

Contact Mode: PHONE

Alternate Contact Info.: Jim Graham 248.209.2077 or jim.graham@oakland.k12.mi.us

Type of Application: CONSORTIUM

Ineligible Orgs: N

Block 3: Impact of Services Ordered in THIS Application

Number of students to be served: 200000

Number of library patrons to be served:

SERVICE DESCRIPTION	BEFORE ORDER	AFTER ORDER
a. (Schools/districts/consortia only) Telephone service: How many classrooms had phone service before and after your order?	0	0
b. High-bandwidth voice/data/video service: How many buildings served before and after your order?	300	300
c. High-bandwidth voice/data/video service: Highest speed to a building before and after your order?	ATM	ATM
d. Dial-up Internet connections: How many before and after your order?	0	0
e. Dial-up Internet connections: Highest speed before and after your order?	0	0
f. Direct connections to the Internet: How many before and after your order?	1	1

7. Discount: 40% 8. Weighted Product: 383.6

1. School Name: OXFORD SENIOR HIGH SCHOOL
 2. Entity Number: 55629 3. Rural/Urban: Urban
 4. Student Count: 1142 5. NSLP Students: 87 6. NSLP Students/Students: 7.618%
 7. Discount: 40% 8. Weighted Product: 456.8

Block 5: Discount Funding Request(s)

FRN: 1156188 FCDL Date: 03/01/2005	
11. Category of Service: Internet Access	12. 470 Application Number: 303130000280041
13. SPIN: 143001157	14. Service Provider Name: Qwest Communications Corporation
15. Contract Number: 00-1215MICTA	16. Billing Account Number: 58184227
17. Allowable Contract Date: 01/14/2000	18. Contract Award Date: 04/08/2003
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 03/30/2006	
21. Attachment #: QWInternet7	22. Block 4 Worksheet No.: 572309
23a. Monthly Charges: \$38,000.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$38,000.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$456,000.00	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$456,000.00	
23j. % discount (from Block 4): 47	
23k. Funding Commitment Request (23i x 23j): \$214,320.00	

Block 6: Certifications and Signature

24a. Schools: Y
 24b. Libraries or Library Consortia: N
 26a. Individual Technology Plan: Y
 26b. Higher-Level Technology Plan(s): N
 26c. No Technology Plan Needed:
 27a. Approved Technology Plan(s): Y
 27b. State Approved Technology Plan: N
 27c. No Technology Plan Needed:
 36. Printed Name of Authorized Person: C. Danford Austin
 37. Title or Position of Authorized Person: Deputy Superintendent

TELECOMMUNICATION SERVICES

BETWEEN

MICTA SERVICE CORPORATION

AND

QWEST COMMUNICATIONS CORPORATION

QWT CONTRACT 00-1215MiCTA

AGREEMENT
FOR
TELECOMMUNICATION SERVICES

This Agreement, is effective on December 15, 2000 ("Effective Date"), and is made by and between the MiCTA SERVICE CORPORATION (MSC) on behalf of the MiCTA Consortium (MiCTA) and QWEST COMMUNICATIONS CORPORATION (QWEST).

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, it is agreed as follows.

SECTION 1. IDENTITY OF THE PARTIES.

1.1 MSC is the exclusive agent for MiCTA. MiCTA is an organization established to identify and resolve common telecommunications issues and problems; to provide a clearing house of information relative to telecommunications; to gain information on new telecommunications products and services; to improve the level of competency and enhance the professional status of the member administrators; to influence the development of telecommunications services to members at reduced costs and improved quality; and to participate in governmental and regulatory proceedings affecting telecommunications issues. MiCTA's and MSC's address is 2020 South Mission Street, # 304, Mount Pleasant, Michigan 48858.

1.2 Qwest Communication Corporation (QWEST) is a Denver corporation engaged in the business of providing telecommunication services. The address for QWEST is 555 Seventeenth Street, Denver, Colorado 80202.

SECTION 2. PURPOSE and SERVICE TERM. The purpose of this Agreement is to accomplish the following results:

2.1 QWEST shall provide the following telecommunications services to MiCTA members in good standing who execute a service agreement with Qwest: outbound and inbound domestic Intrastate and Interstate service, outbound long distance international, internet, Frame Relay, CAMPUS TALK®, Prepaid, operator services and private line, Virtual Network Services, Calling Card, Audio Teleconferencing, Broadcast Fax, Private Line and others as shown in the Response to the Request for Proposal.

2.1.1 The prices offered to a MiCTA member as set forth in this Agreement will immediately cease from the date MiCTA or MSC notifies Qwest in writing that the member is no longer a MiCTA member in good standing. MSC or MiCTA shall provide to Qwest an updated membership lists on a monthly basis through its Website.

2.1.2 Federal law prohibits Qwest from providing interLATA long distance services in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming (i.e., voice and data services that originate in such states, private line with one end point in those states, or toll free service that terminates in such states) until Qwest has obtained authorization to provide such services in those state.

2.2 The service term shall commence on the Effective Date of this Agreement and shall continue for thirty-six (36) months. At the end of this term the Agreement will automatically renew for one twenty-four (24) month term unless notified in writing by either party thirty (30) days prior to the Termination Date (12/14/03) of their intention not to renew the contract. The endorsed status is not automatically extended with the Agreement, but may be extended by mutual consent in writing between MICTA and Qwest.

SECTION 3. INCORPORATION OF SOLICITATION DOCUMENTS.

3.1 **Incorporation.** QWEST proposals dated November 13, 2000 are incorporated into this contract.

3.2 **Order of Precedence.** In the case of any inconsistency or conflict between the specific provisions of this Agreement, and the proposal by QWEST, any inconsistency or conflict shall be resolved by giving preference as follows:

3.2.1 First to the specific provisions of this Agreement and the attachments hereto;

3.2.2 Second, to the MiCTA RFP ;

3.2.3 Third, to the proposals by QWEST.

3.3 **Conflicting Language.** In the event of a conflict of language among any of these components, terms and conditions set forth and/or referenced in this Agreement shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended. The terms and conditions of each component listed above will take precedent over each subsequent component. MSC reserves the right to clarify any contractual relationship in writing, with the concurrence of QWEST, and such written and executed clarifications shall govern in case of conflict between the Agreement components.

3.4 **Optional Features.** Features presented in the proposals by QWEST, but not required with the initial deployment, may be used at the option of the MSC, except that QWEST may exclude any proposed but unincorporated feature upon written notification to the MSC within ninety (90) days of the Effective Date of this Agreement. All features proposed by QWEST and not expressly, rejected, or excluded as provided above, are included in this Agreement and attachments.

SECTION 4. DEFINITIONS. For the purposes of interpreting this Agreement, the following definitions are applicable unless context requires a different meaning:

4.1 Agreement shall mean all parts of this Agreement including without limitation and by way of example only, the first portion of this Agreement, the maintenance and support covenants, and delivery and deployment of the items described in the Schedules attached hereto and in the Qwest proposal.

4.2 Change Order shall mean a substantial change from the original specifications as described in Section 5 of this Agreement, entitled, Scope of Services or an addition or deletion to the Scope of Services.

4.3 Project shall mean the provision of goods and services delivered in connection with this Agreement pursuant to Qwest's state and federal tariffs on file with various state regulatory agencies and the Federal Communications Commission, respectively (collectively referred to as "Tariffs").

4.4 Specifications shall mean the specifications described and as amended from time to time contained in Schedules A and B.

SECTION 5. SCOPE OF SERVICES.

5.1 Scope of Services. The services and the specifications for the Project to be performed by QWEST pursuant to this Agreement are set forth on Schedule A attached hereto and made a part hereof by this reference.

5.2 Pricing Matrix. Schedule B contains the pricing matrix for this Project. Schedule B is attached hereto and made a part hereof by this reference. In addition to the rates shown in Schedule B, MiCTA members shall pay all sales, use and other taxes, any tax-related surcharges and any licensing fees arising in connection with the Service; provided, however, that if Customer shall provide to Qwest valid tax exemption forms, Customer shall not be required to remit to Qwest those taxes that are subject to the exemption. Such exemption from applicable taxes shall be effective on the date the exemption certificate is received by Qwest.

5.3 Amendments to Scope of Services and Specifications. The parties agree that Schedule A, Scope of Services, and Schedule B, Pricing Matrix, may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in service or performance standards upon the mutual written consent of the parties.

5.4 Industry Standards. In the absence of a detailed specification for the performance of any portion of this Agreement, the parties agree that the applicable specification shall be the generally accepted industry standard for design, workmanship and materials.

5.5 Applicability of the Agreement to Orders. The parties agree that the applicable terms and conditions of this Agreement shall apply to all purchases orders, letter orders, or other ordering documents issued by MiCTA members and accepted by Qwest.

SECTION 6. COMPENSATION.

6.1 Pricing Matrix. The pricing matrix for the Project services described in Schedule A are set forth in Schedule B attached hereto and made a part hereof by this reference.

SECTION 7. DEFAULT AND TERMINATION.

7.1 For Cause by MSC. The occurrence of any one or more of the following events shall constitute cause for MiCTA to declare QWEST in default of its obligations under this Agreement ("Default Event"):

7.1.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement; including the warranty; or

7.1.2 Failure to make substantial and timely progress toward performance of the Agreement;
or

7.1.3 Failure of QWEST work product and services to conform with any specifications identified herein; or

7.1.4 A failure of the products or services provided by QWEST to meet the specifications identified herein.

7.2 Notice of Default. If there is a Default Event, MSC shall provide written notice to QWEST requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice or Qwest has failed to commence a cure within thirty (30) days and to diligently pursue such cure in the event the Default Event cannot be cured within such thirty (30) day time period, MSC may either:

7.2.1 Immediately terminate the Agreement without additional written notice; or

7.2.2 Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

In either event, MSC may seek actual damages and payment of reasonable attorney fees and costs to the extent provided by the Tariffs as a result of the breach or failure to comply with the terms of the Agreement.

7.3 For Cause by QWEST. The occurrence of any one or more of the following events shall constitute cause for QWEST to declare MSC in default of its obligations under this Agreement ("Default Event"):

7.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement.

7.4 Notice of Default. If there is a Default Event, QWEST shall provide written notice to MSC requesting that the breach or noncompliance be immediately remedied. In the event, that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice or MSC has failed to commence a cure within thirty (30) days and to diligently pursue such cure in the event the Default Event cannot be cured within such thirty (30) day time period, QWEST may:

7.4.1 Immediately terminate the Agreement without additional written notice; or

7.4.2 Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

In either event, QWEST may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Agreement.

7.5 Termination for Convenience. Either party upon receipt of written notice, may agree to terminate this Agreement in writing on an agreed upon date prior to the end of the Agreement period without penalty to either party. The agreed Termination Date shall not be less than fifteen (15) days from the first of the month following the date of notification. QWEST shall be paid for services completed up to and including the Termination Date. Upon notification and acceptance of termination, no further work will be performed on the Project. Neither party is required to accept early termination under this section.

7.6 Force Majeure.

7.6.1 Neither QWEST nor the MSC shall be liable to the other for any delay or failure of performance of this Agreement, except for delays in performance of payment obligations, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure".

7.6.1.2 As used in this Agreement, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of QWEST shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. "Force Majeure" does not include financial difficulties of QWEST or any parent, subsidiary, affiliated or associated company of QWEST.

7.6.1.3 If a "force majeure" delays or prevents QWEST performance, QWEST shall immediately commence to use its reasonable efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the MSC. During any such period, QWEST shall continue to be responsible for all costs and expenses related to alternative performance to the extent such costs and expenses exceed the amount due and owing by MSC for the performance of the Project.

7.7 Set off. Should MSC obtain a money judgment against QWEST as a result of a default under this Agreement, QWEST consent to such judgment being set off from moneys owed QWEST by MSC, if any, and so long as such money owed was not in dispute at the time such judgement was rendered.

SECTION 8. INSOLVENCY OR BANKRUPTCY.

8.1 Notice in Writing. A party ("Notifying Party") shall notify the other party in writing if-

8.1.1 The Notifying Party files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors in the United States or Canada; or

8.1.2 The Notifying Party files an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the United States bankruptcy code as amended or Canadian bankruptcy or insolvency laws; or

8.1.3 The Notifying Party is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver or trustee for all or any part of its property; or

8.1.4 The Notifying Party institutes dissolution or liquidation proceedings with respect to its business; or

8.1.5 An order is entered approving an involuntary petition to reorganize the business of the Notifying Party for all or part of its property; or

8.1.6 If a writ or warrant of attachment, execution, distraint, levy, possession or any similar process which may materially affect the operation of the Notifying Party is issued by any court or administrative agency against all or any material part of the Notifying Party property.

8.2 Termination of Agreement. In the event that a petition, writ or warrant is not dismissed or a stay of foreclosure obtained or the appointment, assignment, or proceedings are not rescinded or terminated within 120 days of the issuance, making, or commencement thereof, and the effect thereof is to materially impede or frustrate the ability of the Notifying Party to fulfill its obligations under this Agreement, then the other party may terminate this Agreement without penalty, unless:

8.2.1 Within 120 days after the election or appointment any receiver or trustee of the Notifying Party or the Notifying Party as a debtor-in-possession in connection with any reorganization or similar proceedings, shall have remedied any uncured failure to comply with any provision of this Agreement; and

8.2.2 Within the 120 days, the receiver or trustee or the Notifying Party as debtor-in-possession, shall have executed an agreement with MSC, its successors or assigns, which shall have been approved by the court having jurisdiction, whereby the receiver or trustee, or the Notifying Party in its capacity as a debtor-in-possession, assumes all obligations and agrees to be bound fully by each and every provision of this Agreement.

8.3 In the event the Agreement is terminated or expires prior to the expiration or termination of an Enrollment Form and Master Service Agreement for MiCTA Members and any attachments thereto ("Enrollment Form"), such Enrollment Form shall continue until the expiration or termination of the initial Term, but shall not be permitted to renew as provided for therein.

SECTION 9. WARRANTIES.

9.1 Express Warranty for Project. QWEST expressly warrants, during the service term of this agreement, the services provided in this Agreement will be performed in a professional and workmanlike manner in accordance applicable industry standards and the Tariffs.

9.2 Notice And Duties Regarding Project Warranty Claim.

9.2.1 During the warranty period, if the Project contains any partial or complete failure in material or workmanship, QWEST agrees to correct the errors at their sole expense after receipt of reasonable written notice from MSC.

9.2.2 During the warranty period, QWEST shall:

9.2.3 Promptly and without additional charge revise, repair or replace the Project or any part thereof which fails to function in accordance with this warranty.

9.3 As to performance standards, warranties, guarantees, indemnities, liability relating to the performance of the services and the like, Qwest will provide the services in accordance with the Tariffs and the terms and conditions of those Tariffs will govern those matters.

9.4 THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.

SECTION 10. DUTIES OF MSC.

10.1 Timeliness of Information. MSC shall respond in a timely manner, so as not to impact QWEST progress in performance of this Agreement, to concerns of QWEST.

SECTION 11. INDEMNIFICATION.

11.1 Each party agrees to defend, indemnify and hold harmless the other party's officers, agents, and employees from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney fees, the costs and expenses and attorney fees of other counsel related to or arising from:

11.1.1 Any violation of this Agreement; or

11.1.2 Any negligent acts or omissions of the indemnifying party, its officers, employees, agents, board members, contractors or subcontractors or any other person in connection with the project; or

11.1.3 The indemnifying party's performance or attempted performance of this Agreement; or

11.1.4 Failure to comply with all local, state and federal laws and regulations. The indemnifying party shall be responsible for all reports, payments and withholdings required by Federal and State law with respect to social security, worker's compensation, employee income and other taxes.

11.2 Conditions. The indemnified party shall promptly notify the indemnifying party of any such claim, suit or proceeding and give the indemnifying party full information and assistance to settle and/or defend. The indemnifying party shall not be responsible for any compromise made without its consent, *nor shall the indemnifying party be liable for costs or expenses of defense incurred without the indemnifying party's authorization.*

SECTION 12. INSURANCE.

12.1 Insurance Requirements. Qwest shall maintain in effect, with insurance companies of recognized responsibility, at their own expense, insurance covering its work of the type and in amounts as reasonably required by MSC. Qwest's insurance shall, among other things, insure against any loss or damage resulting from or arising out of QWEST's work on the Project. All such insurance policies shall remain in full force and effect for the entire life of this Agreement and shall not be canceled or changed except after thirty (30) days written notice to MSC.

12.2 Amounts of Insurance Required. Insurance amounts will be that specified in the RFP.

12.3 Claims Provision. All insurance policies required by this Agreement shall provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy. MSC and MiCTA shall be named as additional named insured and lose payees for any insurance policy that QWEST relies on to satisfy the requirements of this section.

12.4 Certificates of Coverage. Certificates of the insurance described in Sections 12.2 above shall be filed with MSC and shall be subject to MSC's approval. QWEST and any of its subcontractors performing work on this Project shall provide certificates for the insurance required. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days prior notice to MSC and that the notice shall be directed to MSC in writing.

12.5 No Limitation of Liability. Acceptance of the insurance certificates by MSC shall not act to relieve QWEST of any obligation under this Agreement. It shall be the responsibility of QWEST to keep its insurance policies and coverage current and in force during the life of this Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

13.1 Independent contractor. The status of QWEST shall be that of an independent contractor. Neither MSC nor MiCTA shall provide QWEST with office space, support staff, equipment or tools, or super-vision beyond the terms of this Agreement. Neither QWEST nor its employees shall be considered employees of MSC or MiCTA. Neither QWEST nor its employees are eligible for any State employee benefits, including but not limited to, retirement benefits, insurance coverage or the like. Neither QWEST nor its employees shall be considered employees of MSC or MiCTA for federal or state tax purposes. QWEST shall not withhold taxes on behalf of QWEST (unless required by law). QWEST shall be responsible for payment of all taxes in connection with any income earned from this Project.

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13.2 Compliance with the Law and Regulations.

13.2.1 QWEST shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, laws dealing with the manufacture and transportation of gambling related materials and laws relating the use of targeted small businesses as subcontractors or suppliers.

13.2.2 QWEST declares that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

13.2.3 QWEST shall give notice to any labor union with which it has a bargaining or other agreement of its commitment under this section of the Agreement. QWEST shall make the provisions of this section a part of its contracts with any subcontractors providing goods or services related to the fulfillment of this Agreement.

13.3 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

13.4 Choice of Law and Forum. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Michigan. Any and all litigation or actions commenced in connection with this Agreement shall be brought in the State of Michigan. If however, jurisdiction is not proper in the State of Michigan, the action shall only be brought in the Sixth Circuit United States Court of Appeals provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability which may be available to MSC or MiCTA.

13.5 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party, except that Qwest may assign this Agreement to an affiliated company that is a certificated service provider. For purposes of construing this clause, a transfer of a controlling interest in QWEST shall not be considered an assignment.

13.6 Integration. This Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.

13.7 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

13.8 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

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13.9 Obligations Beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations

of MSC and QWEST incurred or existing under this Agreement as of the date of expiration, termination or cancellation which necessitates survival beyond the termination or expiration of the Agreement to achieve the purpose of the obligation shall survive the termination or conclusion of this Agreement.

13.10 Use of Third Parties. QWEST shall obtain the prior approval of MSC for the performance of *any portion of this Agreement by a subcontractor, which approval shall not be unreasonably withheld or delayed.* Notwithstanding MSC's approval of a subcontractor, QWEST shall remain responsible for such performance.

13.11 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the MSC and QWEST for goods and services provided in connection with this Agreement.

13.12 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of MSC and QWEST, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

13.13 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified US Mail return receipt requested or equivalent service provided by other mail delivery service providers with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to **MSC:** MiCTA Service Corporation Attention.: Ken Johnson; 2020 South Mission Street, # 304, Mt. Pleasant, Michigan 48858

If to **QWEST:** QWEST Communications Corporation Attention: Denis Walsh 4560 Lakehurst Dublin Ohio 43017 with a copy to 555 17th Street, Denver, CO, 80202,, ATTN: General Counsel

Any notice or communication sent by US Mail under this Agreement shall be deemed given upon receipt as evidenced by the US Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

13.14 Cumulative Rights. The various rights, powers, options, elections and remedies of either party provided in this Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

13.15 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

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13.16 Authorization. Each party to this Agreement represents and warrants to the other that:

13.16.1 It has the right, power and authority to enter into and perform its obligations under this Agreement.

13.16.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

13.17 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

13.18 Record Retention And Access. QWEST shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the MiCTA throughout the term of this Agreement for a period of at least one (1) year following the date of final payment.

13.19 Counterparts. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

13.20 Additional Provisions. The parties agree that if an Addendum, Schedule, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

13.21 Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

SECTION 14. SPECIAL PROVISIONS

14.1 Confidential Information Regarding the Business Arrangement Between Seller and MiCTA Service Corporation – Not Included

14.2 MiCTA Program Local Loop Provision. The MiCTA program will terminate at least 80% of total usage at a tandem owned and operated by an RBOC and GTE, and subject to the RBOC and GTE tariffed access charges. Qwest will apply a surcharge of \$0.02 per minute of use to the number of minutes by which non-RBOC Terminations exceed 20%.

14.3 MiCTA Most Favored Customer Clause (MFCC). MiCTA members will receive the lowest rates for service based on the MiCTA member's contract commitments which includes: contract term, revenue level, and combination of services) as any other customer in the education marketplace with the same commitments in the State being served. In the event a lower price is offered to another customer with the same commitment, then once annually the MiCTA member will be allowed to reconsider these services and will be entitled to recast their contract at the lower rate for their State. MiCTA's MFCC status will begin with the Effective Date of contract and end on the Termination Date.

14.4 Confidential Information Regarding the Business Arrangement Between Seller and MiCTA Service Corporation – Not Included

14.5 Confidential Information Regarding the Business Arrangement Between Seller and MiCTA Service Corporation – Not Included

14.6 Marketing Plan. Qwest agrees to jointly market the MiCTA program with MSC to all current and new MiCTA members. In cases where a MiCTA eligible customer is seeking to acquire services without having to issue a Request For Proposal and is not satisfied with Qwest Tariff rates we will propose MiCTA membership as an option. Nothing in this agreement shall be deemed to grant MSC or MiCTA any license, sublicense, copyright interest, proprietary right or other claim against or interest in Qwest's copyrights, patents, or other intellectual property. Further, neither MiCTA nor MSC will use, or permit their respective employees, affiliates, agents and subcontractors to use trademarks, service marks, logos, trade names or other proprietary designations of Qwest, or Qwest's affiliates, whether registered or unregistered, without Qwest's prior written consent. A contract liaison will be assigned to MiCTA Service Corporation through Qwest's Business Markets Division to administer this contract. The responsibility of the liaison will be to:

- Provide monthly status reports regarding Sales status.
- Act as MSC primary point of contact to Qwest Communications.

14.7 Minimum Usage Requirement. Under "Option 1 - No Charge T-1" set forth in Schedule B, there will be an annual usage requirement of 600,000 minutes of either inbound or outbound or combined usage. If the usage for an individual MiCTA member subscribing to Option 1 is below 600,000 minutes of use for the 12 month period, the individual member will be charged a \$5000 penalty from Qwest. This will be calculated based on each twelve months of usage from the installation of the Option 1-T-1. Qwest will provide written verbiage on our service order form outlining this requirement to each Option 1 subscriber.

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SECTION 15. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

QWEST International Telecom Corporation

By:
Denis H. Walsh
Regional Vice President, Government and Education Solutions

Signature:

Date:

MiCTA Service Corporation

By:
Kenneth Johnson
President

Signature:

Date:

SCHEDULE A
SCOPE OF SERVICES
Effective January 1, 2001

SECTION 1. SERVICES. QWEST shall provide the following services for MiCTA

Outbound Long Distance Service
Inbound Long Distance Service
International Outbound Long Distance Service
Internet Services
Data Services (i.e. Frame Relay, Private Line, ATM)
Campus Talk
Calling Card
Broadcast Fax
Audio Teleconference
Prepaid Calling Card
Virtual Network Services
Enhanced Toll Free Services
Enhanced Product Services
Local Service
Total Care
Hosting
Qwest eSite

Note: Additions to the services offered under this contract can be added at any time subject to the approval of both parties.

SCHEDULE B
PRICING MATRIX
MONTH - TO- MONTH PRICING MATRIX - DOMESTIC RATES
Effective January 1, 2001

Qwest - 1+ Service (Inbound/Outbound)

Area	OPTION # 1 No Monthly T-1 Charge			OPTION # 2 Postalized \$200 per month T-1 charge			OPTION # 3 Standard Tariff Charge T-1		
	On-On	On-Off/Off-On	Off-Off	On-On	On-Off/Off-On	Off-Off	On-On	On-Off/Off-On	Off-Off
Interstate	\$0.0270	\$0.0368	\$0.0486	\$0.0235	\$0.0333	\$0.0486	\$0.0200	\$0.0298	\$0.0486
Alabama	\$0.0270	\$0.0475	\$0.0576	\$0.0235	\$0.0440	\$0.0576	\$0.0200	\$0.0405	\$0.0576
Alaska	NA	NA	NA	NA	NA	NA	NA	NA	NA
Arizona	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Arkansas	\$0.0270	\$0.0570	\$0.0858	\$0.0235	\$0.0539	\$0.0858	\$0.0200	\$0.0504	\$0.0858
California	\$0.0270	\$0.0287	\$0.0515	\$0.0235	\$0.0272	\$0.0515	\$0.0200	\$0.0262	\$0.0515
Colorado	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Connecticut	\$0.0270	\$0.0590	\$0.0719	\$0.0235	\$0.0557	\$0.0719	\$0.0200	\$0.0520	\$0.0719
Delaware	\$0.0270	\$0.0487	\$0.0842	\$0.0235	\$0.0456	\$0.0842	\$0.0200	\$0.0417	\$0.0842
Florida	\$0.0270	\$0.0600	\$0.0920	\$0.0235	\$0.0565	\$0.0920	\$0.0200	\$0.0530	\$0.0920
Georgia	\$0.0270	\$0.0285	\$0.0468	\$0.0235	\$0.0260	\$0.0468	\$0.0200	\$0.0235	\$0.0468
Hawaii	NA	NA	na	NA	NA	na	NA	NA	na
Idaho	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Illinois	\$0.0270	\$0.0308	\$0.0365	\$0.0235	\$0.0276	\$0.0365	\$0.0200	\$0.0245	\$0.0365
Indiana	\$0.0270	\$0.0378	\$0.0543	\$0.0235	\$0.0347	\$0.0543	\$0.0200	\$0.0315	\$0.0543
Iowa	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Kansas	\$0.0270	\$0.0578	\$0.0800	\$0.0235	\$0.0547	\$0.0800	\$0.0200	\$0.0520	\$0.0800
Kentucky	\$0.0270	\$0.0470	\$0.0737	\$0.0235	\$0.0435	\$0.0778	\$0.0200	\$0.0400	\$0.0700
Louisiana	\$0.0270	\$0.0411	\$0.0530	\$0.0235	\$0.0376	\$0.0530	\$0.0200	\$0.0341	\$0.0530
Maine	\$0.0270	\$0.0885	\$0.1300	\$0.0235	\$0.0845	\$0.1300	\$0.0200	\$0.0810	\$0.1300
Maryland	\$0.0270	\$0.0502	\$0.0990	\$0.0235	\$0.0471	\$0.0990	\$0.0200	\$0.0432	\$0.0990
Massachusetts	\$0.0270	\$0.0520	\$0.0700	\$0.0235	\$0.0485	\$0.0700	\$0.0200	\$0.0450	\$0.0700
Michigan	\$0.0270	\$0.0347	\$0.0446	\$0.0235	\$0.0315	\$0.0446	\$0.0200	\$0.0284	\$0.0446
Minnesota	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Mississippi	\$0.0270	\$0.0444	\$0.0560	\$0.0235	\$0.0421	\$0.0560	\$0.0200	\$0.0400	\$0.0560
Missouri	\$0.0270	\$0.0578	\$0.0990	\$0.0235	\$0.0547	\$0.0990	\$0.0200	\$0.0520	\$0.0990
Montana	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Nebraska	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Nevada	\$0.0270	\$0.0570	\$0.0785	\$0.0235	\$0.0535	\$0.0785	\$0.0200	\$0.0500	\$0.0785
New Hampshire	\$0.0270	\$0.0588	\$0.1060	\$0.0235	\$0.0550	\$0.1060	\$0.0200	\$0.0518	\$0.1060
New Jersey	\$0.0270	\$0.0430	\$0.0950	\$0.0235	\$0.0395	\$0.0950	\$0.0200	\$0.0360	\$0.0950
New Mexico	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
New York	\$0.0270	\$0.0469	\$0.0810	\$0.0235	\$0.0439	\$0.0810	\$0.0200	\$0.0399	\$0.0810
North Carolina	\$0.0270	\$0.0483	\$0.0668	\$0.0235	\$0.0458	\$0.0668	\$0.0200	\$0.0433	\$0.0668
North Dakota	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Ohio	\$0.0270	\$0.0347	\$0.0530	\$0.0235	\$0.0315	\$0.0530	\$0.0200	\$0.0284	\$0.0530
Oklahoma	\$0.0270	\$0.0650	\$0.0720	\$0.0235	\$0.0619	\$0.0720	\$0.0200	\$0.0580	\$0.0720
Oregon	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Pennsylvania	\$0.0270	\$0.0560	\$0.0990	\$0.0235	\$0.0529	\$0.0990	\$0.0200	\$0.0490	\$0.0990
Rhode Island	\$0.0270	\$0.0450	\$0.0800	\$0.0235	\$0.0415	\$0.0800	\$0.0200	\$0.0380	\$0.0800
South Carolina	\$0.0270	\$0.0500	\$0.1032	\$0.0235	\$0.0474	\$0.1089	\$0.0200	\$0.0450	\$0.0980
South Dakota	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Tennessee	\$0.0270	\$0.0410	\$0.0605	\$0.0235	\$0.0380	\$0.0605	\$0.0200	\$0.0350	\$0.0605
Texas	\$0.0270	\$0.0613	\$0.0940	\$0.0235	\$0.0578	\$0.0940	\$0.0200	\$0.0513	\$0.0940
Utah	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Vermont	\$0.0270	\$0.0720	\$0.1090	\$0.0235	\$0.0687	\$0.1090	\$0.0200	\$0.0650	\$0.1090
Virginia	\$0.0270	\$0.0628	\$0.1121	\$0.0235	\$0.0590	\$0.1121	\$0.0200	\$0.0558	\$0.1121
Washington	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
West Virginia	\$0.0270	\$0.0620	\$0.1108	\$0.0235	\$0.0586	\$0.1108	\$0.0200	\$0.0550	\$0.1108
Wisconsin	\$0.0270	\$0.0385	\$0.0495	\$0.0235	\$0.0350	\$0.0495	\$0.0200	\$0.0315	\$0.0495
Wyoming	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*

*** VNS On-on/Off/On services available to selected MiCTA members upon Qwest approval.

NA* - Not Available. Qwest does not offer interlata services in these states.

1 YEAR TERM PRICING MATRIX - DOMESTIC RATES

Effective January 1, 2001

Qwest - 1+ Service (Inbound/Outbound)

Area	OPTION # 1 No Monthly T-1 Charge			OPTION # 2 Postalized \$200 per month T-1 charge			OPTION # 3 Standard Tariff Charge T-1		
	On-On	On-Off/Off-On	Off-Off	On-On	On-Off/Off-On	Off-Off	On-On	On-Off/Off-On	Off-Off
Interstate	\$0.0257	\$0.0350	\$0.0462	\$0.0223	\$0.0316	\$0.0462	\$0.0190	\$0.0283	\$0.0462
Alabama	\$0.0257	\$0.0451	\$0.0547	\$0.0223	\$0.0418	\$0.0547	\$0.0190	\$0.0385	\$0.0547
Alaska	NA	NA	NA	NA	NA	NA	NA	NA	NA
Arizona	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Arkansas	\$0.0257	\$0.0542	\$0.0815	\$0.0223	\$0.0512	\$0.0815	\$0.0190	\$0.0479	\$0.0815
California	\$0.0257	\$0.0273	\$0.0489	\$0.0223	\$0.0258	\$0.0489	\$0.0190	\$0.0249	\$0.0489
Colorado	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Connecticut	\$0.0257	\$0.0561	\$0.0683	\$0.0223	\$0.0529	\$0.0683	\$0.0190	\$0.0494	\$0.0683
Delaware	\$0.0257	\$0.0463	\$0.0800	\$0.0223	\$0.0433	\$0.0800	\$0.0190	\$0.0396	\$0.0800
Florida	\$0.0257	\$0.0570	\$0.0874	\$0.0223	\$0.0537	\$0.0874	\$0.0190	\$0.0504	\$0.0874
Georgia	\$0.0257	\$0.0271	\$0.0445	\$0.0223	\$0.0247	\$0.0445	\$0.0190	\$0.0223	\$0.0445
Hawaii	NA	NA	NA	NA	NA	NA	NA	NA	NA
Idaho	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Illinois	\$0.0257	\$0.0292	\$0.0347	\$0.0223	\$0.0262	\$0.0347	\$0.0190	\$0.0233	\$0.0347
Indiana	\$0.0257	\$0.0359	\$0.0516	\$0.0223	\$0.0329	\$0.0516	\$0.0190	\$0.0299	\$0.0516
Iowa	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Kansas	\$0.0257	\$0.0549	\$0.0760	\$0.0223	\$0.0520	\$0.0760	\$0.0190	\$0.0494	\$0.0760
Kentucky	\$0.0257	\$0.0447	\$0.0700	\$0.0223	\$0.0413	\$0.0739	\$0.0190	\$0.0380	\$0.0665
Louisiana	\$0.0257	\$0.0390	\$0.0504	\$0.0223	\$0.0357	\$0.0504	\$0.0190	\$0.0324	\$0.0504
Maine	\$0.0257	\$0.0841	\$0.1235	\$0.0223	\$0.0803	\$0.1235	\$0.0190	\$0.0770	\$0.1235
Maryland	\$0.0257	\$0.0477	\$0.0941	\$0.0223	\$0.0447	\$0.0941	\$0.0190	\$0.0410	\$0.0941
Massachusetts	\$0.0257	\$0.0494	\$0.0665	\$0.0223	\$0.0461	\$0.0665	\$0.0190	\$0.0428	\$0.0665
Michigan	\$0.0257	\$0.0329	\$0.0423	\$0.0223	\$0.0299	\$0.0423	\$0.0190	\$0.0269	\$0.0423
Minnesota	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Mississippi	\$0.0257	\$0.0422	\$0.0532	\$0.0223	\$0.0400	\$0.0532	\$0.0190	\$0.0380	\$0.0532
Missouri	\$0.0257	\$0.0549	\$0.0941	\$0.0223	\$0.0520	\$0.0941	\$0.0190	\$0.0494	\$0.0941
Montana	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Nebraska	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Nevada	\$0.0257	\$0.0542	\$0.0746	\$0.0223	\$0.0508	\$0.0746	\$0.0190	\$0.0475	\$0.0746
New Hampshire	\$0.0257	\$0.0559	\$0.1007	\$0.0223	\$0.0523	\$0.1007	\$0.0190	\$0.0492	\$0.1007
New Jersey	\$0.0257	\$0.0409	\$0.0903	\$0.0223	\$0.0375	\$0.0903	\$0.0190	\$0.0342	\$0.0903
New Mexico	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
New York	\$0.0257	\$0.0446	\$0.0770	\$0.0223	\$0.0417	\$0.0770	\$0.0190	\$0.0379	\$0.0770
North Carolina	\$0.0257	\$0.0459	\$0.0635	\$0.0223	\$0.0435	\$0.0635	\$0.0190	\$0.0411	\$0.0635
North Dakota	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Ohio	\$0.0257	\$0.0330	\$0.0504	\$0.0223	\$0.0299	\$0.0504	\$0.0190	\$0.0270	\$0.0504
Oklahoma	\$0.0257	\$0.0618	\$0.0684	\$0.0223	\$0.0588	\$0.0684	\$0.0190	\$0.0551	\$0.0684
Oregon	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Pennsylvania	\$0.0257	\$0.0532	\$0.0941	\$0.0223	\$0.0503	\$0.0941	\$0.0190	\$0.0466	\$0.0941
Rhode Island	\$0.0257	\$0.0428	\$0.0760	\$0.0223	\$0.0394	\$0.0760	\$0.0190	\$0.0361	\$0.0760
South Carolina	\$0.0257	\$0.0475	\$0.0980	\$0.0223	\$0.0450	\$0.1034	\$0.0190	\$0.0428	\$0.0931
South Dakota	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Tennessee	\$0.0257	\$0.0390	\$0.0575	\$0.0223	\$0.0361	\$0.0575	\$0.0190	\$0.0333	\$0.0575
Texas	\$0.0257	\$0.0582	\$0.0893	\$0.0223	\$0.0549	\$0.0893	\$0.0190	\$0.0487	\$0.0893
Utah	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Vermont	\$0.0257	\$0.0684	\$0.1036	\$0.0223	\$0.0653	\$0.1036	\$0.0190	\$0.0618	\$0.1036
Virginia	\$0.0257	\$0.0597	\$0.1065	\$0.0223	\$0.0561	\$0.1065	\$0.0190	\$0.0530	\$0.1065
Washington	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
West Virginia	\$0.0257	\$0.0589	\$0.1053	\$0.0223	\$0.0557	\$0.1053	\$0.0190	\$0.0523	\$0.1053
Wisconsin	\$0.0257	\$0.0366	\$0.0470	\$0.0223	\$0.0333	\$0.0470	\$0.0190	\$0.0299	\$0.0470
Wyoming	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*

*** VNS On-on/Off/On services available to selected MiCTA members upon Qwest approval

NA* - Not Available. Qwest does not offer interlata services in these states.

Member Institutions who select a term commitment shall be responsible for an early termination charge and shall agree to exclusivity of sixty-five percent of its usage charges for the selected services both as more fully set forth in the term Enrollment Form and Master Service

2 YEAR TERM PRICING MATRIX - DOMESTIC RATES

Effective January 1, 2001

Qwest - 1+ Service (Inbound/Outbound)

Area	OPTION # 1 No Monthly T-1 Charge			OPTION # 2 Postalized \$200 per month T-1 charge			OPTION # 3 Standard Tariff Charge T-1		
	On-On	On-Off/Off-On	Off-Off	On-On	On-Off/Off-On	Off-Off	On-On	On-Off/Off-On	Off-Off
Interstate	\$0.0243	\$0.0331	\$0.0437	\$0.0212	\$0.0300	\$0.0437	\$0.0180	\$0.0268	\$0.0437
Alabama	\$0.0243	\$0.0428	\$0.0518	\$0.0212	\$0.0396	\$0.0518	\$0.0180	\$0.0365	\$0.0518
Alaska	NA	NA	NA	NA	NA	NA	NA	NA	NA
Arizona	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Arkansas	\$0.0243	\$0.0513	\$0.0772	\$0.0212	\$0.0485	\$0.0772	\$0.0180	\$0.0454	\$0.0772
California	\$0.0243	\$0.0258	\$0.0464	\$0.0212	\$0.0245	\$0.0464	\$0.0180	\$0.0236	\$0.0464
Colorado	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Connecticut	\$0.0243	\$0.0531	\$0.0647	\$0.0212	\$0.0501	\$0.0647	\$0.0180	\$0.0468	\$0.0647
Delaware	\$0.0243	\$0.0438	\$0.0758	\$0.0212	\$0.0410	\$0.0758	\$0.0180	\$0.0375	\$0.0758
Florida	\$0.0243	\$0.0540	\$0.0828	\$0.0212	\$0.0509	\$0.0828	\$0.0180	\$0.0477	\$0.0828
Georgia	\$0.0243	\$0.0257	\$0.0421	\$0.0212	\$0.0234	\$0.0421	\$0.0180	\$0.0212	\$0.0421
Hawaii	NA	NA	NA	NA	NA	NA	NA	NA	NA
Idaho	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Illinois	\$0.0243	\$0.0277	\$0.0329	\$0.0212	\$0.0249	\$0.0329	\$0.0180	\$0.0220	\$0.0329
Indiana	\$0.0243	\$0.0340	\$0.0489	\$0.0212	\$0.0312	\$0.0489	\$0.0180	\$0.0284	\$0.0489
Iowa	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Kansas	\$0.0243	\$0.0520	\$0.0720	\$0.0212	\$0.0493	\$0.0720	\$0.0180	\$0.0468	\$0.0720
Kentucky	\$0.0243	\$0.0423	\$0.0663	\$0.0212	\$0.0392	\$0.0700	\$0.0180	\$0.0360	\$0.0630
Louisiana	\$0.0243	\$0.0370	\$0.0477	\$0.0212	\$0.0338	\$0.0477	\$0.0180	\$0.0307	\$0.0477
Maine	\$0.0243	\$0.0797	\$0.1170	\$0.0212	\$0.0761	\$0.1170	\$0.0180	\$0.0729	\$0.1170
Maryland	\$0.0243	\$0.0452	\$0.0891	\$0.0212	\$0.0424	\$0.0891	\$0.0180	\$0.0389	\$0.0891
Massachusetts	\$0.0243	\$0.0468	\$0.0630	\$0.0212	\$0.0437	\$0.0630	\$0.0180	\$0.0405	\$0.0630
Michigan	\$0.0243	\$0.0312	\$0.0401	\$0.0212	\$0.0284	\$0.0401	\$0.0180	\$0.0255	\$0.0401
Minnesota	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Mississippi	\$0.0243	\$0.0400	\$0.0504	\$0.0212	\$0.0379	\$0.0504	\$0.0180	\$0.0360	\$0.0504
Missouri	\$0.0243	\$0.0520	\$0.0891	\$0.0212	\$0.0493	\$0.0891	\$0.0180	\$0.0468	\$0.0891
Montana	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Nebraska	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Nevada	\$0.0243	\$0.0513	\$0.0707	\$0.0212	\$0.0482	\$0.0707	\$0.0180	\$0.0450	\$0.0707
New Hampshire	\$0.0243	\$0.0529	\$0.0954	\$0.0212	\$0.0495	\$0.0954	\$0.0180	\$0.0466	\$0.0954
New Jersey	\$0.0243	\$0.0387	\$0.0855	\$0.0212	\$0.0356	\$0.0855	\$0.0180	\$0.0324	\$0.0855
New Mexico	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
New York	\$0.0243	\$0.0422	\$0.0729	\$0.0212	\$0.0395	\$0.0729	\$0.0180	\$0.0359	\$0.0729
North Carolina	\$0.0243	\$0.0435	\$0.0601	\$0.0212	\$0.0412	\$0.0601	\$0.0180	\$0.0390	\$0.0601
North Dakota	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Ohio	\$0.0243	\$0.0312	\$0.0477	\$0.0212	\$0.0284	\$0.0477	\$0.0180	\$0.0256	\$0.0477
Oklahoma	\$0.0243	\$0.0585	\$0.0648	\$0.0212	\$0.0557	\$0.0648	\$0.0180	\$0.0522	\$0.0648
Oregon	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Pennsylvania	\$0.0243	\$0.0504	\$0.0891	\$0.0212	\$0.0476	\$0.0891	\$0.0180	\$0.0441	\$0.0891
Rhode Island	\$0.0243	\$0.0405	\$0.0720	\$0.0212	\$0.0374	\$0.0720	\$0.0180	\$0.0342	\$0.0720
South Carolina	\$0.0243	\$0.0450	\$0.0928	\$0.0212	\$0.0426	\$0.0980	\$0.0180	\$0.0405	\$0.0882
South Dakota	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Tennessee	\$0.0243	\$0.0369	\$0.0545	\$0.0212	\$0.0342	\$0.0545	\$0.0180	\$0.0315	\$0.0545
Texas	\$0.0243	\$0.0552	\$0.0846	\$0.0212	\$0.0520	\$0.0846	\$0.0180	\$0.0462	\$0.0846
Utah	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Vermont	\$0.0243	\$0.0648	\$0.0981	\$0.0212	\$0.0618	\$0.0981	\$0.0180	\$0.0585	\$0.0981
Virginia	\$0.0243	\$0.0565	\$0.1009	\$0.0212	\$0.0531	\$0.1009	\$0.0180	\$0.0502	\$0.1009
Washington	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
West Virginia	\$0.0243	\$0.0558	\$0.0997	\$0.0212	\$0.0527	\$0.0997	\$0.0180	\$0.0495	\$0.0997
Wisconsin	\$0.0243	\$0.0347	\$0.0446	\$0.0212	\$0.0315	\$0.0446	\$0.0180	\$0.0284	\$0.0446
Wyoming	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*

*** VNS On-on/Off/On services available to selected MiCTA members upon Qwest approval

NA* - Not Available. Qwest does not offer interlata services in these states.

Member Institutions who select a term commitment shall be responsible for an early termination charge and shall agree to exclusivity of sixty-five percent of its usage charges for the selected services both as more fully set forth in the term Enrollment Form and Master Service Agreement for MiCTA Members.

SCHEDULE B

3 YEAR TERM PRICING MATRIX - DOMESTIC RATES

Effective January 1, 2001

Qwest - 1+ Service (Inbound/Outbound)

Area	OPTION # 1 No Monthly T-1 Charge			OPTION # 2 Postalized \$200 per month T-1 charge			OPTION # 3 Standard Tariff Charge T-1		
	On-On	On-Off/Off-On	Off-Off	On-On	On-Off/Off-On	Off-Off	On-On	On-Off/Off-On	Off-Off
Interstate	\$0.0230	\$0.0313	\$0.0413	\$0.0200	\$0.0283	\$0.0413	\$0.0170	\$0.0253	\$0.0413
Alabama	\$0.0230	\$0.0404	\$0.0490	\$0.0200	\$0.0374	\$0.0490	\$0.0170	\$0.0344	\$0.0490
Alaska	NA	NA	NA	NA	NA	NA	NA	NA	NA
Arizona	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Arkansas	\$0.0230	\$0.0485	\$0.0729	\$0.0200	\$0.0458	\$0.0729	\$0.0170	\$0.0428	\$0.0729
California	\$0.0230	\$0.0244	\$0.0438	\$0.0200	\$0.0231	\$0.0438	\$0.0170	\$0.0223	\$0.0438
Colorado	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Connecticut	\$0.0230	\$0.0502	\$0.0611	\$0.0200	\$0.0473	\$0.0611	\$0.0170	\$0.0442	\$0.0611
Delaware	\$0.0230	\$0.0414	\$0.0716	\$0.0200	\$0.0388	\$0.0716	\$0.0170	\$0.0354	\$0.0716
Florida	\$0.0230	\$0.0510	\$0.0782	\$0.0200	\$0.0480	\$0.0782	\$0.0170	\$0.0451	\$0.0782
Georgia	\$0.0230	\$0.0242	\$0.0398	\$0.0200	\$0.0221	\$0.0398	\$0.0170	\$0.0200	\$0.0398
Hawaii	NA	NA	NA	NA	NA	NA	NA	NA	NA
Idaho	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Illinois	\$0.0230	\$0.0262	\$0.0310	\$0.0200	\$0.0235	\$0.0310	\$0.0170	\$0.0208	\$0.0310
Indiana	\$0.0230	\$0.0321	\$0.0462	\$0.0200	\$0.0295	\$0.0462	\$0.0170	\$0.0268	\$0.0462
Iowa	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Kansas	\$0.0230	\$0.0491	\$0.0680	\$0.0200	\$0.0465	\$0.0680	\$0.0170	\$0.0442	\$0.0680
Kentucky	\$0.0230	\$0.0400	\$0.0626	\$0.0200	\$0.0370	\$0.0661	\$0.0170	\$0.0340	\$0.0595
Louisiana	\$0.0230	\$0.0349	\$0.0451	\$0.0200	\$0.0320	\$0.0451	\$0.0170	\$0.0290	\$0.0451
Maine	\$0.0230	\$0.0752	\$0.1105	\$0.0200	\$0.0718	\$0.1105	\$0.0170	\$0.0689	\$0.1105
Maryland	\$0.0230	\$0.0427	\$0.0842	\$0.0200	\$0.0400	\$0.0842	\$0.0170	\$0.0367	\$0.0842
Massachusetts	\$0.0230	\$0.0442	\$0.0595	\$0.0200	\$0.0412	\$0.0595	\$0.0170	\$0.0383	\$0.0595
Michigan	\$0.0230	\$0.0295	\$0.0379	\$0.0200	\$0.0268	\$0.0379	\$0.0170	\$0.0241	\$0.0379
Minnesota	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Mississippi	\$0.0230	\$0.0378	\$0.0476	\$0.0200	\$0.0358	\$0.0476	\$0.0170	\$0.0340	\$0.0476
Missouri	\$0.0230	\$0.0491	\$0.0842	\$0.0200	\$0.0465	\$0.0842	\$0.0170	\$0.0442	\$0.0842
Montana	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Nebraska	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Nevada	\$0.0230	\$0.0485	\$0.0667	\$0.0200	\$0.0455	\$0.0667	\$0.0170	\$0.0425	\$0.0667
New Hampshire	\$0.0230	\$0.0500	\$0.0901	\$0.0200	\$0.0468	\$0.0901	\$0.0170	\$0.0440	\$0.0901
New Jersey	\$0.0230	\$0.0366	\$0.0808	\$0.0200	\$0.0336	\$0.0808	\$0.0170	\$0.0306	\$0.0808
New Mexico	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
New York	\$0.0230	\$0.0399	\$0.0689	\$0.0200	\$0.0373	\$0.0689	\$0.0170	\$0.0339	\$0.0689
North Carolina	\$0.0230	\$0.0411	\$0.0568	\$0.0200	\$0.0389	\$0.0568	\$0.0170	\$0.0368	\$0.0568
North Dakota	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Ohio	\$0.0230	\$0.0295	\$0.0451	\$0.0200	\$0.0268	\$0.0451	\$0.0170	\$0.0241	\$0.0451
Oklahoma	\$0.0230	\$0.0553	\$0.0612	\$0.0200	\$0.0526	\$0.0612	\$0.0170	\$0.0493	\$0.0612
Oregon	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Pennsylvania	\$0.0230	\$0.0476	\$0.0842	\$0.0200	\$0.0450	\$0.0842	\$0.0170	\$0.0417	\$0.0842
Rhode Island	\$0.0230	\$0.0383	\$0.0680	\$0.0200	\$0.0353	\$0.0680	\$0.0170	\$0.0323	\$0.0680
South Carolina	\$0.0230	\$0.0425	\$0.0877	\$0.0200	\$0.0403	\$0.0926	\$0.0170	\$0.0383	\$0.0833
South Dakota	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Tennessee	\$0.0230	\$0.0349	\$0.0514	\$0.0200	\$0.0323	\$0.0514	\$0.0170	\$0.0298	\$0.0514
Texas	\$0.0230	\$0.0521	\$0.0799	\$0.0200	\$0.0491	\$0.0799	\$0.0170	\$0.0436	\$0.0799
Utah	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
Vermont	\$0.0230	\$0.0612	\$0.0927	\$0.0200	\$0.0584	\$0.0927	\$0.0170	\$0.0553	\$0.0927
Virginia	\$0.0230	\$0.0534	\$0.0953	\$0.0200	\$0.0502	\$0.0953	\$0.0170	\$0.0474	\$0.0953
Washington	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*
West Virginia	\$0.0230	\$0.0527	\$0.0942	\$0.0200	\$0.0498	\$0.0942	\$0.0170	\$0.0468	\$0.0942
Wisconsin	\$0.0230	\$0.0327	\$0.0421	\$0.0200	\$0.0298	\$0.0421	\$0.0170	\$0.0268	\$0.0421
Wyoming	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*	NA*

*** VNS On-on/Off-On services available to selected MiCTA members upon Qwest approval

NA* - Not Available. Qwest does not offer interlata services in these states.

Member Institutions who select a term commitment shall be responsible for an early termination charge and shall agree to exclusivity of sixty-five percent of its usage charges for the selected services both as more fully set forth in the term Enrollment Form and Master Service Agreement for MiCTA Members.

SCHEDULE B

PRICING MATRIX

Effective January 1, 2001

International Dedicated Service Option - Month-to-Month Term Rates

Term Discounts:

1 Year:	5%
2 Year:	10%
3 Year:	15%

		Initial	Additional	Full
		30 Seconds	1 Second	Minute
Country	Country Code	All times	All times	Rate
Afghanistan	93	\$ 0.5350	\$ 0.0178	\$ 1.0700
Albania	355	\$ 0.3914	\$ 0.0130	\$ 0.7829
ALGERIA	213	\$ 0.2731	\$ 0.0091	\$ 0.5461
American Samoa	684	\$ 0.2675	\$ 0.0089	\$ 0.5350
Andorra	376	\$ 0.1420	\$ 0.0047	\$ 0.2839
Angola	244	\$ 0.5266	\$ 0.0176	\$ 1.0532
Anguilla	*	\$ 0.2350	\$ 0.0078	\$ 0.4700
Antartica (Casey Base)	672	\$ 0.4815	\$ 0.0161	\$ 0.9631
Antartica (Scott Base)	672	\$ 0.4815	\$ 0.0161	\$ 0.9631
Antigua	*	\$ 0.2250	\$ 0.0075	\$ 0.4500
ARGENTINA	54	\$ 0.1900	\$ 0.0063	\$ 0.3800
Armenia	374	\$ 0.3320	\$ 0.0111	\$ 0.6640
Aruba	297	\$ 0.1583	\$ 0.0053	\$ 0.3165
Ascension Island	247	\$ 0.3879	\$ 0.0129	\$ 0.7757
AUSTRALIA	61	\$ 0.1033	\$ 0.0034	\$ 0.2066
AUSTRIA	43	\$ 0.1216	\$ 0.0041	\$ 0.2431
Azerbaijan	994	\$ 0.3175	\$ 0.0106	\$ 0.6350
Azores	992	\$ 0.1985	\$ 0.0066	\$ 0.3970
BAHAMAS	*	\$ 0.1000	\$ 0.0033	\$ 0.2000
Bahrain	973	\$ 0.3500	\$ 0.0117	\$ 0.7000
Bangladesh	880	\$ 0.4300	\$ 0.0143	\$ 0.8600
Barbados	*	\$ 0.2035	\$ 0.0068	\$ 0.4070
Belarus	375	\$ 0.3175	\$ 0.0106	\$ 0.6350
BELGIUM	32			
Belize	501	\$ 0.3300	\$ 0.0110	\$ 0.6600
Benin	229	\$ 0.2900	\$ 0.0097	\$ 0.5799
BERMUDA	*	\$ 0.1326	\$ 0.0044	\$ 0.2652
Bhutan	975	\$ 0.7040	\$ 0.0235	\$ 1.4080
Bolivia	591	\$ 0.3215	\$ 0.0107	\$ 0.6430
Bosnia & Herzegovina	387	\$ 0.2483	\$ 0.0083	\$ 0.4965
Botswana	267	\$ 0.3200	\$ 0.0107	\$ 0.6400
BRAZIL	55			
British Virgin Islands	*	\$ 0.1955	\$ 0.0065	\$ 0.3910
Brunei	673	\$ 0.2678	\$ 0.0089	\$ 0.5355
Bulgaria	359	\$ 0.2363	\$ 0.0079	\$ 0.4726
Burkina Faso	226	\$ 0.2900	\$ 0.0097	\$ 0.5800
Burma (Myanmar)	95	\$ 0.2900	\$ 0.0097	\$ 0.5800
Burundi	257	\$ 0.5810	\$ 0.0194	\$ 1.1620
Cambodia	855	\$ 0.5823	\$ 0.0194	\$ 1.1645
Cameroon	237	\$ 0.3500	\$ 0.0117	\$ 0.7000
Cape Verde Islands	238	\$ 0.3192	\$ 0.0106	\$ 0.6384

		Initial	Additional	Full
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		30 Seconds	1 Second	Minute
Country	Country Code	All times	All times	Rate
CAYMAN ISLANDS	*	\$ 0.2205	\$ 0.0074	\$ 0.4410
Central African Republic	236	\$ 0.5121	\$ 0.0171	\$ 1.0243
Chad	235	\$ 0.8118	\$ 0.0271	\$ 1.6235
CHILE	56	\$ 0.1676	\$ 0.0056	\$ 0.3352
CHINA	86			
Christmas and Cocos Islands	672	\$ 0.4922	\$ 0.0164	\$ 0.9843
COLOMBIA	57	\$ 0.2350	\$ 0.0078	\$ 0.4700
Comoros	269	\$ 0.5810	\$ 0.0194	\$ 1.1620
Congo	242	\$ 0.4592	\$ 0.0153	\$ 0.9184
Cook Islands	682	\$ 0.6354	\$ 0.0212	\$ 1.2708
COSTA RICA	506	\$ 0.2200	\$ 0.0073	\$ 0.4400
Croatia	385	\$ 0.2155	\$ 0.0072	\$ 0.4310
Cuba	53	\$ 0.2850	\$ 0.0095	\$ 0.5700
Cyprus	357	\$ 0.2452	\$ 0.0082	\$ 0.4903
CZECH REPUBLIC	42	\$ 0.1874	\$ 0.0062	\$ 0.3749
DENMARK	45	\$ 0.1254	\$ 0.0042	\$ 0.2508
Diego Garcia	246	\$ 0.5000	\$ 0.0167	\$ 1.0000
Djibouti	253	\$ 0.3965	\$ 0.0132	\$ 0.7931
Dominica	*	\$ 0.2444	\$ 0.0081	\$ 0.4888
DOMINICAN REPUBLIC	*	\$ 0.1490	\$ 0.0050	\$ 0.2979
Ecuador	593	\$ 0.2500	\$ 0.0083	\$ 0.5000
EGYPT	20	\$ 0.3000	\$ 0.0100	\$ 0.6000
EL SALVADOR	503	\$ 0.2400	\$ 0.0080	\$ 0.4800
Equatorial Guinea	240	\$ 0.6450	\$ 0.0215	\$ 1.2900
Eritrea	291	\$0.4150	\$ 0.0138	\$ 0.8300
Estonia	372	\$ 0.2000	\$ 0.0067	\$ 0.4000
ETHIOPIA	251	\$ 0.4550	\$ 0.0152	\$ 0.9100
Faeroe Islands	298	\$ 0.1893	\$ 0.0063	\$ 0.3786
Falkland Islands	500	\$ 0.4345	\$ 0.0145	\$ 0.8689
Fiji Islands	679	\$ 0.4400	\$ 0.0147	\$ 0.8800
FINLAND	358	\$ 0.1262	\$ 0.0042	\$ 0.2525
FRANCE	33			
French Antilles	596	\$ 0.2300	\$ 0.0077	\$ 0.4600
French Guiana	594	\$ 0.2644	\$ 0.0088	\$ 0.5287
French Polynesia	689	\$ 0.3320	\$ 0.0111	\$ 0.6640
Gabon Republic	241	\$ 0.3250	\$ 0.0108	\$ 0.6500
Gambia	220	\$ 0.2850	\$ 0.0095	\$ 0.5700
Georgia, Republic of	995	\$ 0.3600	\$ 0.0120	\$ 0.7200
GERMANY	49	\$ 0.0585	\$ 0.0020	\$ 0.1170
GHANA	233	\$ 0.2499	\$ 0.0083	\$ 0.4998
Gibraltar	350	\$ 0.2426	\$ 0.0081	\$ 0.4851
GREECE	30	\$ 0.2061	\$ 0.0069	\$ 0.4123
Greenland	299	\$ 0.2384	\$ 0.0079	\$ 0.4769
Grenada	*	\$ 0.2500	\$ 0.0083	\$ 0.5000
Guadeloupe	590	\$ 0.2203	\$ 0.0073	\$ 0.4406
GUAM	671	\$ 0.1500	\$ 0.0050	\$ 0.3000
Guantanamo Bay	5399	\$ 0.2700	\$ 0.0090	\$ 0.5400
GUATEMALA	502	\$ 0.2100	\$ 0.0070	\$ 0.4200
Guinea	224	\$ 0.4260	\$ 0.0142	\$ 0.8520
Guinea-Bissau	245	\$ 0.6214	\$ 0.0207	\$ 1.2427
GUYANA	592	\$ 0.3455	\$ 0.0115	\$ 0.6910
HAITI	509	\$ 0.2370	\$ 0.0079	\$ 0.4740

		Initial	Additional	Full
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		30 Seconds	1 Second	Minute
Country	Country Code	All times	All times	Rate
HONDURAS	504	\$ 0.2450	\$ 0.0082	\$ 0.4900
HONG KONG	852			
HUNGARY	36	\$ 0.1700	\$ 0.0057	\$ 0.3400
ICELAND	354	\$ 0.1550	\$ 0.0052	\$ 0.3100
INDIA	91	\$ 0.2995	\$ 0.0100	\$ 0.5990
INDONESIA	62	\$ 0.2700	\$ 0.0090	\$ 0.5400
INMARSAT-East Atlantic	871	\$ 3.2050	\$ 0.1068	\$ 6.4100
INMARSAT-Indian Ocean	873	\$ 3.2050	\$ 0.1068	\$ 6.4100
INMARSAT-Pacific Ocean	872	\$ 3.2050	\$ 0.1068	\$ 6.4100
INMARSAT-West Atlantic	874	\$ 3.2050	\$ 0.1068	\$ 6.4100
IRAN	98	\$ 0.4050	\$ 0.0135	\$ 0.8100
Iraq	964	\$ 0.4500	\$ 0.0150	\$ 0.9000
IRELAND	353	\$ 0.1300	\$ 0.0043	\$ 0.2600
ISRAEL	972	\$ 0.1370	\$ 0.0046	\$ 0.2740
ITALY	39	\$ 0.1100	\$ 0.0037	\$ 0.2200
Ivory Coast	225	\$ 0.4167	\$ 0.0139	\$ 0.8333
JAMAICA	*	\$ 0.2318	\$ 0.0077	\$ 0.4635
JAPAN	81			
Jordan	962	\$ 0.3400	\$ 0.0113	\$ 0.6800
Kazakhstan	7	\$ 0.2985	\$ 0.0100	\$ 0.5970
KENYA	254			
Kiribati	686	\$ 0.5933	\$ 0.0198	\$ 1.1866
KOREA, Dem. People's Rep. of (North)	850	\$ 0.9900	\$ 0.0330	\$ 1.9800
KOREA, Rep. of (South)	82			
KUWAIT	965	\$ 0.3300	\$ 0.0110	\$ 0.6600
Kyrgyzstan	7	\$ 0.2985	\$ 0.0100	\$ 0.5970
Laos	856	\$ 0.6817	\$ 0.0227	\$ 1.3634
Latvia	371	\$ 0.2610	\$ 0.0087	\$ 0.5220
LEBANON	961	\$ 0.3910	\$ 0.0130	\$ 0.7819
Lesotho	266	\$ 0.3700	\$ 0.0123	\$ 0.7400
Liberia	231	\$ 0.2350	\$ 0.0078	\$ 0.4700
Libya	218	\$ 0.3800	\$ 0.0127	\$ 0.7600
Liechtenstein	41	\$ 0.0888	\$ 0.0030	\$ 0.1777
Lithuania	370	\$ 0.3300	\$ 0.0110	\$ 0.6600
Luxembourg	352	\$ 0.1500	\$ 0.0050	\$ 0.3000
Macao	853	\$ 0.2731	\$ 0.0091	\$ 0.5461
Macedonia	389	\$ 0.2575	\$ 0.0086	\$ 0.5150
Madagascar	261	\$ 0.8115	\$ 0.0271	\$ 1.6230
Malawi	265	\$ 0.2300	\$ 0.0077	\$ 0.4600
MALAYSIA	60			
Maldives	960	\$ 0.4573	\$ 0.0152	\$ 0.9146
Mali Republic	223	\$ 0.4313	\$ 0.0144	\$ 0.8626
Malta	356	\$ 0.2499	\$ 0.0083	\$ 0.4998
Marshall Islands	692	\$ 0.6078	\$ 0.0203	\$ 1.2155
Martinique (French Antilles)	596	\$ 0.2300	\$ 0.0077	\$ 0.4600
Mauritania	222	\$ 0.4229	\$ 0.0141	\$ 0.8458
Mauritius	230	\$ 0.3910	\$ 0.0130	\$ 0.7819
Mayotte Island	269	\$ 0.5151	\$ 0.0172	\$ 1.0302
Micronesia	691	\$ 0.4300	\$ 0.0143	\$ 0.8600
Moldova	373	\$ 0.3755	\$ 0.0125	\$ 0.7509
Monaco	33	\$ 0.1211	\$ 0.0040	\$ 0.2421
Mongolian People's Republic	976	\$ 0.6354	\$ 0.0212	\$ 1.2708

		Initial	Additional	Full
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		30 Seconds	1 Second	Minute
Country	Country Code	All times	All times	Rate
Montserrat	*	\$ 0.2450	\$ 0.0082	\$ 0.4900
MOROCCO	212	\$ 0.2888	\$ 0.0096	\$ 0.5776
Mozambique	258	\$ 0.4688	\$ 0.0156	\$ 0.9376
Myanmar (Burma)	95	\$ 0.2900	\$ 0.0097	\$ 0.5800
Nakhodka	7	\$ 0.2985	\$ 0.0100	\$ 0.5970
Namibia	264	\$ 0.3500	\$ 0.0117	\$ 0.7000
Nauru	674	\$ 0.4665	\$ 0.0156	\$ 0.9330
Nepal	977	\$ 0.5150	\$ 0.0172	\$ 1.0300
NETHERLANDS	31	\$ 0.0888	\$ 0.0030	\$ 0.1777
Netherlands Antilles	599	\$ 0.1542	\$ 0.0051	\$ 0.3084
Nevis	*	\$ 0.2450	\$ 0.0082	\$ 0.4900
New Caledonia	687	\$ 0.4769	\$ 0.0159	\$ 0.9537
NEW ZEALAND	64	\$ 0.1730	\$ 0.0058	\$ 0.3460
Nicaragua	505	\$ 0.2750	\$ 0.0092	\$ 0.5500
Niger Republic	227	\$ 0.4406	\$ 0.0147	\$ 0.8812
NIGERIA	234	\$ 0.2700	\$ 0.0090	\$ 0.5400
Niue	683	\$ 0.6175	\$ 0.0206	\$ 1.2349
Norfolk Island	672	\$ 0.5300	\$ 0.0177	\$ 1.0600
NORWAY	47	\$ 0.0812	\$ 0.0027	\$ 0.1624
Oman	968	\$ 0.4270	\$ 0.0142	\$ 0.8540
PAKISTAN	92			
Palau	680	\$ 0.4747	\$ 0.0158	\$ 0.9494
PANAMA	507	\$ 0.2400	\$ 0.0080	\$ 0.4800
Papua New Guinea	675	\$ 0.3200	\$ 0.0107	\$ 0.6400
Paraguay	595	\$ 0.3100	\$ 0.0103	\$ 0.6200
PERU	51	\$ 0.2450	\$ 0.0082	\$ 0.4900
PHILIPPINES	63	\$ 0.2345	\$ 0.0078	\$ 0.4690
POLAND	48	\$ 0.1641	\$ 0.0055	\$ 0.3281
PORTUGAL	351	\$ 0.1600	\$ 0.0053	\$ 0.3200
Qatar	974	\$ 0.3700	\$ 0.0123	\$ 0.7400
Reunion Island	262	\$ 0.4318	\$ 0.0144	\$ 0.8636
ROMANIA	40	\$ 0.2618	\$ 0.0087	\$ 0.5236
RUSSIA	7	\$ 0.2985	\$ 0.0100	\$ 0.5970
Rwanda	250	\$ 0.6265	\$ 0.0209	\$ 1.2529
Saipan	670	\$ 0.2157	\$ 0.0072	\$ 0.4313
Sakhalin	7	\$ 0.2985	\$ 0.0100	\$ 0.5970
San Marino	378	\$ 0.1815	\$ 0.0060	\$ 0.3630
Sao Tome	239	\$ 0.5957	\$ 0.0199	\$ 1.1914
SAUDI ARABIA	966	\$ 0.3045	\$ 0.0102	\$ 0.6090
Senegal Republic	221	\$ 0.4200	\$ 0.0140	\$ 0.8400
Seychelles Islands	248	\$ 0.5550	\$ 0.0185	\$ 1.1100
Sierra Leone	232	\$ 0.4029	\$ 0.0134	\$ 0.8058
SINGAPORE	65	\$ 0.1177	\$ 0.0039	\$ 0.2355
Slovakia	42	\$ 0.1874	\$ 0.0062	\$ 0.3749
Slovenia	386	\$ 0.2205	\$ 0.0074	\$ 0.4410
Solomon Islands	677	\$ 0.4065	\$ 0.0135	\$ 0.8129
Somalia	252	\$ 0.7132	\$ 0.0238	\$ 1.4263
SOUTH AFRICA	27			
SPAIN	34	\$ 0.1500	\$ 0.0050	\$ 0.3000
SRI LANKA	94	\$ 0.4890	\$ 0.0163	\$ 0.9780
St. Helena	290	\$ 0.6700	\$ 0.0223	\$ 1.3400
St. Kitts	*	\$ 0.2450	\$ 0.0082	\$ 0.4900

		Initial	Additional	Full
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		30 Seconds	1 Second	Minute
Country	Country Code	All times	All times	Rate
St. Lucia	*	\$ 0.2450	\$ 0.0082	\$ 0.4900
St. Pierre/Miquelon	508	\$ 0.1831	\$ 0.0061	\$ 0.3662
St. Vincent/Grenadines	*	\$ 0.2500	\$ 0.0083	\$ 0.5000
Sudan	249	\$ 0.2550	\$ 0.0085	\$ 0.5100
Suriname	597	\$ 0.3950	\$ 0.0132	\$ 0.7900
Swaziland	268	\$ 0.2855	\$ 0.0095	\$ 0.5709
SWEDEN	46	\$ 0.0812	\$ 0.0027	\$ 0.1624
SWITZERLAND	41	\$ 0.0888	\$ 0.0030	\$ 0.1777
Syria	963	\$ 0.4903	\$ 0.0163	\$ 0.9805
TAIWAN	886	\$ 0.1645	\$ 0.0055	\$ 0.3290
Tajikistan	7	\$ 0.2985	\$ 0.0100	\$ 0.5970
Tanzania	255	\$ 0.4172	\$ 0.0139	\$ 0.8344
THAILAND	66	\$ 0.2750	\$ 0.0092	\$ 0.5500
Togo, Rep. of	228	\$ 0.3600	\$ 0.0120	\$ 0.7200
Tokelau	690	\$ 0.1500	\$ 0.0050	\$ 0.3000
Tonga Islands	676	\$ 0.4468	\$ 0.0149	\$ 0.8936
TRINIDAD & TOBAGO	*	\$ 0.2450	\$ 0.0082	\$ 0.4900
Tunisia	216	\$ 0.2499	\$ 0.0083	\$ 0.4998
TURKEY	90	\$ 0.2155	\$ 0.0072	\$ 0.4310
Turkmenistan	7	\$ 0.2985	\$ 0.0100	\$ 0.5970
Turks/Caicos	*	\$ 0.2550	\$ 0.0085	\$ 0.5100
Tuvalu	688	\$ 0.6758	\$ 0.0225	\$ 1.3515
Uganda	256	\$ 0.3300	\$ 0.0110	\$ 0.6600
Ukraine	380	\$ 0.2880	\$ 0.0096	\$ 0.5759
UNITED ARAB EMIRATES	971	\$ 0.2400	\$ 0.0080	\$ 0.4800
UNITED KINGDOM	44			
URUGUAY	598	\$ 0.2850	\$ 0.0095	\$ 0.5700
Uzbekistan	7	\$ 0.2985	\$ 0.0100	\$ 0.5970
Vanuatu	678	\$ 0.5580	\$ 0.0186	\$ 1.1161
Vatican City	39	\$ 0.1381	\$ 0.0046	\$ 0.2763
VENEZUELA	58	\$ 0.1547	\$ 0.0052	\$ 0.3094
VIETNAM	84	\$ 0.4100	\$ 0.0137	\$ 0.8200
Wallis and Futuna Islands	681	\$ 0.7300	\$ 0.0243	\$ 1.4600
Western Samoa	685	\$ 0.3800	\$ 0.0127	\$ 0.7600
Yemen Arab Republic	967	\$ 0.3650	\$ 0.0122	\$ 0.7300
Yemen Democratic Republic	696	\$ 0.3650	\$ 0.0122	\$ 0.7300
YUGOSLAVIA	381	\$ 0.2421	\$ 0.0081	\$ 0.4841
Zaire, Rep. of	243	\$ 0.3080	\$ 0.0103	\$ 0.6160
Zambia	260	\$ 0.3250	\$ 0.0108	\$ 0.6500
Zimbabwe	263	\$ 0.3300	\$ 0.0110	\$ 0.6600

Member Institutions who select a term commitment shall be responsible for an early termination charge and shall agree to exclusivity of sixty-five percent of its usage charges for the selected services both as more fully set forth in the term Enrollment Form and Master Service Agreement for MiCTA Members.

SCHEDULE B

PRICING MATRIX

Effective January 1, 2001

International Switched Service Option - Month-to-Month Term Rates

Term Discounts:

1 Year:	5%
2 Year:	10%
3 Year:	15%

		Initial	Additional	Full
		30 Seconds	1 Second	Minute
Country	Country Code	All times	All times	Rate
Afghanistan	93	\$ 0.5500	\$ 0.0183	\$ 1.1000
Albania	355	\$ 0.4364	\$ 0.0145	\$ 0.8729
ALGERIA	213	\$ 0.3180	\$ 0.0106	\$ 0.6360
American Somoa	684	\$ 0.2840	\$ 0.0095	\$ 0.5680
Andorra	376	\$ 0.1840	\$ 0.0061	\$ 0.3680
Angola	244	\$ 0.5716	\$ 0.0191	\$ 1.1432
Anguilla	*	\$ 0.2350	\$ 0.0078	\$ 0.4700
Antartica (Casey Base)	672	\$ 0.5265	\$ 0.0176	\$ 1.0531
Antartica (Scott Base)	672	\$ 0.5265	\$ 0.0176	\$ 1.0531
Antigua	*	\$ 0.2250	\$ 0.0075	\$ 0.4500
ARGENTINA	54	\$ 0.2300	\$ 0.0077	\$ 0.4600
Armenia	374	\$ 0.3591	\$ 0.0120	\$ 0.7182
Aruba	297	\$ 0.1825	\$ 0.0061	\$ 0.3650
Ascension Island	247	\$ 0.4125	\$ 0.0138	\$ 0.8250
AUSTRALIA	61	\$ 0.1250	\$ 0.0042	\$ 0.2500
AUSTRIA	43	\$ 0.1595	\$ 0.0053	\$ 0.3190
Azerbaijan	994	\$ 0.3625	\$ 0.0121	\$ 0.7250
Azores		\$ 0.2435	\$ 0.0081	\$ 0.4870
BAHAMAS	%	\$ 0.1100	\$ 0.0037	\$ 0.2200
Bahrain	973	\$ 0.3600	\$ 0.0120	\$ 0.7200
Bangladesh	880	\$ 0.4450	\$ 0.0148	\$ 0.8900
Barbados	@	\$ 0.2200	\$ 0.0073	\$ 0.4400
Belarus	375	\$ 0.3300	\$ 0.0110	\$ 0.6600
BELGIUM	32			
Belize	501	\$ 0.3150	\$ 0.0105	\$ 0.6300
Benin	229	\$ 0.3171	\$ 0.0106	\$ 0.6341
BERMUDA	#	\$ 0.1725	\$ 0.0058	\$ 0.3450
Bhutan	975	\$ 0.7490	\$ 0.0250	\$ 1.4980
Bolivia	591	\$ 0.3050	\$ 0.0102	\$ 0.6100
Bosnia & Herzegovina	387	\$ 0.2754	\$ 0.0092	\$ 0.5507
Botswana	267	\$ 0.3250	\$ 0.0108	\$ 0.6500
BRAZIL	55			
British Virgin Islands	*	\$ 0.2405	\$ 0.0080	\$ 0.4810
Brunei	673	\$ 0.3128	\$ 0.0104	\$ 0.6255
Bulgaria	359	\$ 0.2700	\$ 0.0090	\$ 0.5400
Burkina Faso	226	\$ 0.3050	\$ 0.0102	\$ 0.6100
Burma (Myanmar)	95	\$ 0.3350	\$ 0.0112	\$ 0.6700
Burundi	257	\$ 0.6260	\$ 0.0209	\$ 1.2520
Cambodia	855	\$ 0.6094	\$ 0.0203	\$ 1.2187
Cameroon	237	\$ 0.3600	\$ 0.0120	\$ 0.7200
Cape Verde Islands	238	\$ 0.3642	\$ 0.0121	\$ 0.7284

		Initial	Additional	Full
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		30 Seconds	1 Second	Minute
Country	Country Code	All times	All times	Rate
CAYMAN ISLANDS	*	\$ 0.2500	\$ 0.0083	\$ 0.5000
Central African Republic	236	\$ 0.5571	\$ 0.0186	\$ 1.1143
Chad	235	\$ 0.8568	\$ 0.0286	\$ 1.7135
CHILE	56	\$ 0.2120	\$ 0.0071	\$ 0.4241
CHINA	86			
Christmas and Cocos Islands	672	\$ 0.5372	\$ 0.0179	\$ 1.0743
COLOMBIA	57	\$ 0.2450	\$ 0.0082	\$ 0.4900
Comoros	269	\$ 0.6225	\$ 0.0208	\$ 1.2450
Congo	242	\$ 0.4750	\$ 0.0158	\$ 0.9500
Cook Islands	682	\$ 0.6804	\$ 0.0227	\$ 1.3608
COSTA RICA	506	\$ 0.2250	\$ 0.0075	\$ 0.4500
Croatia	385	\$ 0.2605	\$ 0.0087	\$ 0.5210
Cuba	53	\$ 0.2950	\$ 0.0098	\$ 0.5900
Cyprus	357	\$ 0.2723	\$ 0.0091	\$ 0.5445
CZECH REPUBLIC	42	\$ 0.2200	\$ 0.0073	\$ 0.4400
DENMARK	45	\$ 0.1400	\$ 0.0047	\$ 0.2800
Diego Garcia	246	\$ 0.5550	\$ 0.0185	\$ 1.1100
Djibouti	253	\$ 0.4415	\$ 0.0147	\$ 0.8831
Dominica	*	\$ 0.2650	\$ 0.0088	\$ 0.5300
DOMINICAN REPUBLIC	*	\$ 0.1650	\$ 0.0055	\$ 0.3300
Ecuador	593	\$ 0.2550	\$ 0.0085	\$ 0.5100
EGYPT	20	\$ 0.3100	\$ 0.0103	\$ 0.6200
EL SALVADOR	503	\$ 0.2500	\$ 0.0083	\$ 0.5000
Equatorial Guinea	240	\$ 0.6600	\$ 0.0220	\$ 1.3200
Eritrea	291	\$ 0.4550	\$ 0.0152	\$ 0.9100
Estonia	372	\$ 0.2100	\$ 0.0070	\$ 0.4200
ETHIOPIA	251	\$ 0.4700	\$ 0.0157	\$ 0.9400
Faeroe Islands	298	\$ 0.2324	\$ 0.0077	\$ 0.4649
Falkland Islands	500	\$ 0.4616	\$ 0.0154	\$ 0.9231
Fiji Islands	679	\$ 0.4500	\$ 0.0150	\$ 0.9000
FINLAND	358	\$ 0.1655	\$ 0.0055	\$ 0.3310
FRANCE	33			
French Antilles	596	\$ 0.2350	\$ 0.0078	\$ 0.4700
French Guiana	594	\$ 0.3094	\$ 0.0103	\$ 0.6187
French Polynesia	689	\$ 0.3642	\$ 0.0121	\$ 0.7284
Gabon Republic	241	\$ 0.3300	\$ 0.0110	\$ 0.6600
Gambia	220	\$ 0.2900	\$ 0.0097	\$ 0.5800
Georgia, Republic of	995	\$ 0.3850	\$ 0.0128	\$ 0.7700
GERMANY	49	\$ 0.1150	\$ 0.0038	\$ 0.2300
GHANA	233	\$ 0.2949	\$ 0.0098	\$ 0.5898
Gibraltar	350	\$ 0.2868	\$ 0.0096	\$ 0.5737
GREECE	30	\$ 0.2200	\$ 0.0073	\$ 0.4400
Greenland	299	\$ 0.2834	\$ 0.0094	\$ 0.5669
Grenada	*	\$ 0.2550	\$ 0.0085	\$ 0.5100
Guadeloupe	590	\$ 0.2415	\$ 0.0081	\$ 0.4830
GUAM	671	\$ 0.1950	\$ 0.0065	\$ 0.3900
Guantanamo Bay	5399	\$ 0.2800	\$ 0.0093	\$ 0.5600
GUATEMALA	502	\$ 0.2250	\$ 0.0075	\$ 0.4500
Guinea	224	\$ 0.4425	\$ 0.0148	\$ 0.8850
Guinea-Bissau	245	\$ 0.6664	\$ 0.0222	\$ 1.3327
GUYANA	592	\$ 0.3620	\$ 0.0121	\$ 0.7240
HAITI	509	\$ 0.2535	\$ 0.0085	\$ 0.5070

		Initial	Additional	Full
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		30 Seconds	1 Second	Minute
Country	Country Code	All times	All times	Rate
HONDURAS	504	\$ 0.2550	\$ 0.0085	\$ 0.5100
HONG KONG	852			
HUNGARY	36	\$ 0.2150	\$ 0.0072	\$ 0.4300
ICELAND	354	\$ 0.2000	\$ 0.0067	\$ 0.4000
INDIA	91	\$ 0.3165	\$ 0.0106	\$ 0.6330
INDONESIA	62	\$ 0.2850	\$ 0.0095	\$ 0.5700
INMARSAT-East Atlantic	871	\$ 3.2800	\$ 0.1093	\$ 6.5600
INMARSAT-Indian Ocean	873	\$ 3.2800	\$ 0.1093	\$ 6.5600
INMARSAT-Pacific Ocean	872	\$ 3.2800	\$ 0.1093	\$ 6.5600
INMARSAT-West Atlantic	874	\$ 3.2800	\$ 0.1093	\$ 6.5600
IRAN	98	\$ 0.5087	\$ 0.0137	\$ 0.8200
Iraq	964	\$ 0.4600	\$ 0.0153	\$ 0.9200
IRELAND	353	\$ 0.1400	\$ 0.0047	\$ 0.2800
ISRAEL	972	\$ 0.2550	\$ 0.0085	\$ 0.5100
ITALY	39	\$ 0.1250	\$ 0.0042	\$ 0.2500
Ivory Coast	225	\$ 0.4300	\$ 0.0143	\$ 0.8600
JAMAICA	*	\$ 0.2400	\$ 0.0080	\$ 0.4800
JAPAN	81			
Jordan	962	\$ 0.3500	\$ 0.0117	\$ 0.7000
Kazakhstan	7	\$ 0.3150	\$ 0.0105	\$ 0.6300
KENYA	254			
Kiribati	686	\$ 0.6383	\$ 0.0213	\$ 1.2766
KOREA, Dem. People's Rep. Of (North)		\$ 1.1750	\$ 0.0392	\$ 2.3500
KOREA, Rep. Of (South)	82			
KUWAIT	965	\$ 0.3350	\$ 0.0112	\$ 0.6700
Kyrgyzstan	7	\$ 0.3150	\$ 0.0105	\$ 0.6300
Laos	856	\$ 0.7267	\$ 0.0242	\$ 1.4534
Latvia	371	\$ 0.3060	\$ 0.0102	\$ 0.6120
LEBANON	961	\$ 0.4100	\$ 0.0137	\$ 0.8200
Lesotho	266	\$ 0.3900	\$ 0.0130	\$ 0.7800
Liberia	231	\$ 0.2450	\$ 0.0082	\$ 0.4900
Libya	218	\$ 0.3900	\$ 0.0130	\$ 0.7800
Liechtenstein	41	\$ 0.1210	\$ 0.0040	\$ 0.2420
Lithuania	370	\$ 0.3750	\$ 0.0125	\$ 0.7500
Luxembourg	352	\$ 0.1650	\$ 0.0055	\$ 0.3300
Macao	853	\$ 0.3043	\$ 0.0101	\$ 0.6085
Macedonia	389	\$ 0.2740	\$ 0.0091	\$ 0.5480
Madagascar	261	\$ 0.8565	\$ 0.0286	\$ 1.7130
Malawi	265	\$ 0.2400	\$ 0.0080	\$ 0.4800
MALAYSIA	60			
Maldives	960	\$ 0.5023	\$ 0.0167	\$ 1.0046
Mali Republic	223	\$ 0.4584	\$ 0.0153	\$ 0.9168
Malta	356	\$ 0.2949	\$ 0.0098	\$ 0.5898
Marshall Islands	692	\$ 0.4000	\$ 0.0133	\$ 0.8000
Martinique (French Antilles)	596	\$ 0.2350	\$ 0.0078	\$ 0.4700
Mauritania	222	\$ 0.4679	\$ 0.0156	\$ 0.9358
Mauritius	230	\$ 0.4216	\$ 0.0141	\$ 0.8431
Mayotte Island	269	\$ 0.5601	\$ 0.0187	\$ 1.1202
Micronesia	691	\$ 0.4350	\$ 0.0145	\$ 0.8700
Moldova	373	\$ 0.4026	\$ 0.0134	\$ 0.8051
Monaco	33	\$ 0.1300	\$ 0.0043	\$ 0.2600
Mongolian People's Republic	976	\$ 0.6804	\$ 0.0227	\$ 1.3608

		Initial	Additional	Full
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		30 Seconds	1 Second	Minute
Country	Country Code	All times	All times	Rate
Montserrat	*	\$ 0.2500	\$ 0.0083	\$ 0.5000
MOROCCO	212	\$ 0.3160	\$ 0.0105	\$ 0.6319
Mozambique	258	\$ 0.5138	\$ 0.0171	\$ 1.0276
Myanmar (Burma)	95	\$ 0.3350	\$ 0.0112	\$ 0.6700
Nakhodka	7	\$ 0.3100	\$ 0.0103	\$ 0.6200
Namibia	264	\$ 0.3600	\$ 0.0120	\$ 0.7200
Nauru	674	\$ 0.4830	\$ 0.0161	\$ 0.9660
Nepal	977	\$ 0.5300	\$ 0.0177	\$ 1.0600
NETHERLANDS	31	\$ 0.1210	\$ 0.0040	\$ 0.2420
Netherlands Antilles	599	\$ 0.1800	\$ 0.0060	\$ 0.3600
Nevis	*	\$ 0.2500	\$ 0.0083	\$ 0.5000
New Caledonia	687	\$ 0.4950	\$ 0.0165	\$ 0.9900
NEW ZEALAND	64	\$ 0.2180	\$ 0.0073	\$ 0.4360
Nicaragua	505	\$ 0.2850	\$ 0.0095	\$ 0.5700
Niger Republic	227	\$ 0.4677	\$ 0.0156	\$ 0.9354
NIGERIA	234	\$ 0.2800	\$ 0.0093	\$ 0.5600
Niue	683	\$ 0.6446	\$ 0.0215	\$ 1.2891
Norfolk Island	672	\$ 0.5700	\$ 0.0190	\$ 1.1400
NORWAY	47	\$ 0.1120	\$ 0.0037	\$ 0.2240
Oman	968	\$ 0.3700	\$ 0.0123	\$ 0.7400
PAKISTAN	92			
Palau	680	\$ 0.5019	\$ 0.0167	\$ 1.0037
PANAMA	507	\$ 0.2500	\$ 0.0083	\$ 0.5000
Papua New Guinea	675	\$ 0.3650	\$ 0.0122	\$ 0.7300
Paraguay	595	\$ 0.3250	\$ 0.0108	\$ 0.6500
PERU	51	\$ 0.2550	\$ 0.0085	\$ 0.5100
PHILIPPINES	63	\$ 0.2515	\$ 0.0084	\$ 0.5030
POLAND	48	\$ 0.2091	\$ 0.0070	\$ 0.4181
PORTUGAL	351	\$ 0.1700	\$ 0.0057	\$ 0.3400
Qatar	974	\$ 0.3800	\$ 0.0127	\$ 0.7600
Reunion Island	262	\$ 0.4768	\$ 0.0159	\$ 0.9536
ROMANIA	40	\$ 0.2750	\$ 0.0092	\$ 0.5500
RUSSIA	7	\$ 0.3100	\$ 0.0103	\$ 0.6200
Rwanda	250	\$ 0.6550	\$ 0.0218	\$ 1.3100
Saipan	670	\$ 0.2494	\$ 0.0083	\$ 0.4989
Sakhalin	7	\$ 0.3100	\$ 0.0103	\$ 0.6200
San Marino	378	\$ 0.2265	\$ 0.0075	\$ 0.4530
Sao Tome	239	\$ 0.6228	\$ 0.0208	\$ 1.2456
SAUDI ARABIA	966	\$ 0.3210	\$ 0.0107	\$ 0.6420
Senegal Republic	221	\$ 0.4200	\$ 0.0140	\$ 0.8400
Seychelles Islands	248	\$ 0.5700	\$ 0.0190	\$ 1.1400
Sierra Leone	232	\$ 0.4479	\$ 0.0149	\$ 0.8958
SINGAPORE	65	\$ 0.1555	\$ 0.0052	\$ 0.3110
Slovakia	42	\$ 0.2324	\$ 0.0077	\$ 0.4649
Slovenia	386	\$ 0.2370	\$ 0.0079	\$ 0.4740
Solomon Islands	677	\$ 0.4479	\$ 0.0149	\$ 0.8958
Somalia	252	\$ 0.7582	\$ 0.0253	\$ 1.5163
SOUTH AFRICA	27			
SPAIN	34	\$ 0.1700	\$ 0.0057	\$ 0.3400
SRI LANKA	94	\$ 0.5161	\$ 0.0172	\$ 1.0322
St. Helena	290	\$ 0.6800	\$ 0.0227	\$ 1.3600

		Initial	Additional	Full
		30 Seconds	1 Second	Minute

Country	Country Code	All times	All times	Rate
St. Kitts	*	\$ 0.2500	\$ 0.0083	\$ 0.5000
St. Lucia	*	\$ 0.2500	\$ 0.0083	\$ 0.5000
St. Pierre/Miquelon	508	\$ 0.2150	\$ 0.0072	\$ 0.4300
St. Vincent/Grenadines	*	\$ 0.2500	\$ 0.0083	\$ 0.5000
Sudan	249	\$ 0.3000	\$ 0.0100	\$ 0.6000
Suriname	597	\$ 0.4050	\$ 0.0135	\$ 0.8100
Swaziland	268	\$ 0.3105	\$ 0.0104	\$ 0.6210
SWEDEN	46	\$ 0.1120	\$ 0.0037	\$ 0.2240
SWITZERLAND	41	\$ 0.1210	\$ 0.0040	\$ 0.2420
Syria	963	\$ 0.5075	\$ 0.0169	\$ 1.0150
TAIWAN	886	\$ 0.1810	\$ 0.0060	\$ 0.3620
Tajikistan	7	\$ 0.3100	\$ 0.0103	\$ 0.6200
Tanzania	255	\$ 0.3550	\$ 0.0118	\$ 0.7100
THAILAND	66	\$ 0.2800	\$ 0.0093	\$ 0.5600
Togo, Rep. of	228	\$ 0.3700	\$ 0.0123	\$ 0.7400
Tokelau	690	\$ 0.1950	\$ 0.0065	\$ 0.3900
Tonga Islands	676	\$ 0.4739	\$ 0.0158	\$ 0.9478
TRINIDAD & TOBAGO	*	\$ 0.2615	\$ 0.0087	\$ 0.5230
Tunisia	216	\$ 0.2900	\$ 0.0097	\$ 0.5800
TURKEY	90	\$ 0.2579	\$ 0.0086	\$ 0.5159
Turkmenistan	7	\$ 0.3150	\$ 0.0105	\$ 0.6300
Turks/Caicos	*	\$ 0.2700	\$ 0.0090	\$ 0.5400
Tuvalu	688	\$ 0.7208	\$ 0.0240	\$ 1.4415
Uganda	256	\$ 0.3300	\$ 0.0110	\$ 0.6600
Ukraine	380	\$ 0.3100	\$ 0.0103	\$ 0.6200
UNITED ARAB EMIRATES	971	\$ 0.2500	\$ 0.0083	\$ 0.5000
UNITED KINGDOM	44			
URUGUAY	598	\$ 0.2900	\$ 0.0097	\$ 0.5800
Uzbekistan	7	\$ 0.3150	\$ 0.0105	\$ 0.6300
Vanuatu	678	\$ 0.6030	\$ 0.0201	\$ 1.2061
Vatican City	39	\$ 0.1790	\$ 0.0060	\$ 0.3580
VENEZUELA	58	\$ 0.1850	\$ 0.0062	\$ 0.3700
VIETNAM	84	\$ 0.4250	\$ 0.0142	\$ 0.8500
Wallis and Futuna Islands	681	\$ 0.7350	\$ 0.0245	\$ 1.4700
Western Samoa	685	\$ 0.3900	\$ 0.0130	\$ 0.7800
Yemen Arab Republic	967	\$ 0.3700	\$ 0.0123	\$ 0.7400
Yemen Democratic Republic	696	\$ 0.3700	\$ 0.0123	\$ 0.7400
YUGOSLAVIA	381	\$ 0.2692	\$ 0.0090	\$ 0.5383
Zaire, Rep. of	243	\$ 0.3245	\$ 0.0108	\$ 0.6490
Zambia	260	\$ 0.3300	\$ 0.0110	\$ 0.6600
Zimbabwe	263	\$ 0.3300	\$ 0.0110	\$ 0.6600

Member Institutions who select a term commitment shall be responsible for an early termination charge and shall agree to exclusivity of sixty-five percent of its usage charges for the selected services both as more fully set forth in the term Enrollment Form and Master Service Agreement for MiCTA Members.

SCHEDULE B

PRICING MATRIX

Effective January 1, 2001

International Dedicated Outbound Service Option - Month-to-Month Term Rates

Term Discounts:

1 Year:	5%
2 Year:	10%
3 Year:	15%

		Initial	Additional	Full
		30 Seconds	1 Second	Minute
Country	Country Code	All times	All times	Rate
Canada	204	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	306	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	403	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	416	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	418	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	506	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	514	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	519	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	604	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	613	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	705	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	709	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	807	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	819	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	902	\$ 0.0345	\$ 0.0012	\$ 0.0690
Canada	905	\$ 0.0345	\$ 0.0012	\$ 0.0690

PRICING MATRIX

Effective January 1, 2001

International Switched Outbound Service Option - Month-to-Month Term Rates

Term Discounts:

1 Year:	5%
2 Year:	10%
3 Year:	15%

		Initial	Additional	Full
		30 Seconds	1 Second	Minute
Country	Country Code	All times	All times	Rate
Canada	204	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	306	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	403	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	416	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	418	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	506	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	514	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	519	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	604	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	613	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	705	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	709	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	807	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	819	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	902	\$ 0.0700	\$ 0.0023	\$ 0.0850
Canada	905	\$ 0.0700	\$ 0.0023	\$ 0.0850

Member Institutions who select a term commitment shall be responsible for an early termination charge and shall agree to exclusivity of sixty-five percent of its usage charges for the selected services both as more fully set forth in the term Enrollment Form and Master Service Agreement for MiCTA Members.

SCHEDULE B

PRICING MATRIX

Effective January 1, 2001

International Dedicated Inbound Service Option - Month-to-Month Term Rates**Term Discounts:**

1 Year:	5%
2 Year:	10%
3 Year:	15%

		Initial	Additional	Full
		30 Seconds	1 Second	Minute
Country	Country Code	All times	All times	Rate
Canada	204	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	306	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	403	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	416	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	418	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	506	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	514	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	519	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	604	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	613	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	705	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	709	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	807	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	819	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	902	\$ 0.0600	\$ 0.0020	\$ 0.1200
Canada	905	\$ 0.0600	\$ 0.0020	\$ 0.1200

Member Institutions who select a term commitment shall be responsible for an early termination charge and shall agree to exclusivity of sixty-five percent of its usage charges for the selected services both as more fully set forth in the term Enrollment Form and Master Service Agreement for MiCTA Members.

PRICING MATRIX

Effective January 1, 2001

International Switched Inbound Service Option - Month-to-Month Term Rates

Term Discounts:

1 Year:	5%
2 Year:	10%
3 Year:	15%

		Initial
		30 Seconds
Country	Country Code	All times
Canada	204	\$ 0.0800
Canada	306	\$ 0.0800
Canada	403	\$ 0.0800
Canada	416	\$ 0.0800
Canada	418	\$ 0.0800
Canada	506	\$ 0.0800
Canada	514	\$ 0.0800
Canada	519	\$ 0.0800
Canada	604	\$ 0.0800
Canada	613	\$ 0.0800
Canada	705	\$ 0.0800
Canada	709	\$ 0.0800
Canada	807	\$ 0.0800
Canada	819	\$ 0.0800
Canada	902	\$ 0.0800
Canada	905	\$ 0.0800

Member Institutions who select a term commitment shall be responsible for an early termination charge and shall agree to exclusivity of sixty-five percent of its usage charges for the selected services both as more fully set forth in the term Enrollment Form and Master Service Agreement for MiCTA Members.

PRICING MATRIX

Effective January 1, 2001

International Dedicated Service Option - Month-to-Month Term Rates

Term Discounts:

1 Year:	5%
2 Year:	10%
3 Year:	15%

		Initial
		30 Seconds
Country	Rate Step	All times
Mexico	1	\$ 0.0655
Mexico	2	\$ 0.0815
Mexico	3	\$ 0.1100
Mexico	4	\$ 0.1300
Mexico	5	\$ 0.1450
Mexico	6	\$ 0.1600
Mexico	7	\$ 0.1800
Mexico	8	\$ 0.1950

Member Institutions who select a term commitment shall be responsible for an early termination charge and shall agree to exclusivity of sixty-five percent of its usage charges for the selected services both as more fully set forth in the term Enrollment Form and Master Service Agreement for MiCTA Members.

PRICING MATRIX

Effective January 1, 2001

International Switched Service Option - Month-to-Month Term Rates

Term Discounts:

1 Year:	5%
2 Year:	10%
3 Year:	15%

		Initial	Additional
		30 Seconds	1 Second
Country	Rate Step	All times	All times
Mexico	1	0.07	0.0023
Mexico	2	0.085	0.0028
Mexico	3	0.11	0.0037
Mexico	4	0.13	0.0043
Mexico	5	0.15	0.005
Mexico	6	0.165	0.0055
Mexico	7	0.185	0.0062
Mexico	8	0.2	0.0067

Member Institutions who select a term commitment shall be responsible for an early termination charge and shall agree to exclusivity of sixty-five percent of its usage charges for the selected services both as more fully set forth in the term Enrollment Form and Master Service Agreement for MiCTA Members.

SCHEDULE B